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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

ARACELY SOUCEK, individually and as
next friend of minor Plaintiff, N.S., YANIV
DE RIDDER, individually and as next friend
of minor Plaintiff T.D., DANIELLE SASS,
individually and as next friend of minor
plaintiff, L.C., and on behalf of all others
similarly situated,

Plaintiffs,

v.

ROBLOX CORPORATION, SATOZUKI
LIMITED B.V., PAUL CLISH, JULIAN
DURAK, PATRICK DIETZ, ADUR1TE
LIMITED, STUDS ENTERTAINMENT
LTD., BASED PLATE STUDIO LLC,
SHANE SELINGER, SPATIC LLC,
ARISTEIDIS STATHOULOPOULOS,
RBLXWILD ENTERTAINMENT LLC,
RBLX WILD ENTERTAINMENT, BORIS
SAID JR., NICHOLAS CARLO, and JOHN
DOE #1

Defendants,

ROBLOX CORPORATION,

Cross-Plaintiff,

v.

SATOZUKI LIMITED B.V., RBLXWILD
ENTERTAINMENT LLC, STUDS
ENTERTAINMENT LTD., BASED PLATE
STUDIO LLC, and JOHN DOE #1

Cross-Defendants.

Civil Action No.: 3:23-cv-04146-VC-RMI

**SECOND AMENDED CONSOLIDATED
CLASS ACTION COMPLAINT FOR
DAMAGES**

DEMAND FOR JURY TRIAL

1 Plaintiffs Aracely Soucek, individually and as next friend of minor Plaintiff, N.S, Yaniv De
 2 Ridder, individually and as next friend of minor Plaintiff, T.D., and Danielle Sass, individually and
 3 as next friend of minor Plaintiff, L.C., bring this Class Action Complaint against Defendants Roblox
 4 Corporation (“Roblox”), Satozuki Limited B.V. (“Satozuki”), Paul Clish, Julian Durak, Patrick
 5 Dietz, Adur1te Limited (“Adurite”), Studs Entertainment Ltd. (“Studs”), Based Plate Studio LLC
 6 (“Based Plate”), Shane Selinger, Spatic LLC (“Spatic”), Aristeidis Stathoulopoulos, RBLXWild
 7 Entertainment LLC (“RBLXWild”), RBLX Wild Entertainment (“RBLXWild 2”), Boris Said Jr.,
 8 Nicholas Carlo, and John Doe #1, and make the following allegations based upon information and
 9 belief, except as to allegations specifically pertaining to Plaintiffs, which are based on personal
 10 knowledge.

11 **NATURE OF THE ACTION**

12 1. This is a case concerning an illegal gambling operation that is preying on children
 13 nationwide. As described herein, Plaintiffs bring this action on behalf of themselves, their minor
 14 children, and proposed classes of all those similarly situated against Roblox and its co-conspirators,
 15 Satozuki, Studs, and RBLXWild. Together, these entities maintain and facilitate an illegal gambling
 16 ecosystem, targeted at children, through Roblox’s online gaming platform and digital currency.

17 2. Defendant Roblox is one of the largest and fastest growing gaming platforms in the
 18 world, designed to bring users together in a virtual universe, or “metaverse.” It is a free online
 19 gaming platform that allows users to interact with one another, play games, and purchase items
 20 inside the Roblox virtual universe.

21 3. Indeed, Roblox is the largest entertainment website in the world for kids, with over
 22 60 million daily active users. The vast majority of Roblox’s users are children under the age of 18.
 23 In fact, at least 70% of Roblox’s users are under the age of 18, with more than half of all users being
 24 under the age of 13.

1 4. Roblox’s market dominance in the children’s video game sector is so large that
2 Roblox itself claims that more than 75% of the kids aged 9-12 in the United States use Roblox on a
3 monthly basis.¹

4 5. These children spend an enormous amount of time and money exploring the Roblox
5 world day in and day out.

6 6. However, even though these children have made Roblox extremely successful,
7 Roblox systematically takes advantage of them.

8 7. In its relatively short existence, Roblox has been surrounded by a deluge of negative
9 attention as a dangerous space for children. Multiple child advocacy agencies and consumer
10 protection groups have spoken out about Roblox’s targeting of children with deceptive commercial
11 advertising and addictive content.²

12 8. Roblox has also been the subject of countless press articles describing how Roblox’s
13 child users are exposed to predatory conduct from other—primarily adult—users on the platform,
14 including “simulated violence, simulated sex, [and] simulated rape.”³

15 9. Roblox, along with its co-Defendants, is behind another growing problem that has
16 ensnared hundreds of thousands of its adolescent and teenage users, causing substantial financial
17 loss—illegal online gambling.

18 10. Roblox allows users to make purchases of virtual items to be used in games or apps
19 within the Roblox ecosystem. These purchases can be made with Roblox’s digital currency, called
20 Robux, which are exclusively created by and “only sold by the Roblox company.”⁴

21 11. Robux are purchased using a credit card or digital payment service and users then
22 use this digital currency to buy items within the various games hosted in the Roblox universe.

23
24 ¹ Roblox, YOUTUBE (July 31, 2020, 3:45), <https://www.youtube.com/watch?v=G00GICJc0mU>.

25 ² See, e.g., <https://www.newsnationnow.com/investigation/roblox-advertising-practices/>.

26 ³ James Crummel, *Roblox risks: hidden dangers in your child’s favorite games*, ABC27.COM (Feb.
27 25, 2020), <https://www.abc27.com/local-news/roblox-risks-hidden-dangers-in-your-childs-favorite-games/>.

28 ⁴ <https://en.help.roblox.com/hc/en-us/articles/203313200-Ways-to-Get-Robux>

1 12. Because most of Roblox’s users are minors, Roblox allows adults, such as a user’s
2 parents, to purchase Robux for their children to use on the Roblox ecosystem. Roblox also sells gift
3 cards that permit the user—often a minor child—to make purchases of Robux.

4 13. In its Terms of Service, Roblox misleadingly represents to parents and other users
5 that its platform and digital currency are safe. Further, Roblox explicitly represents that
6 *“experiences that include simulated gambling, including playing with virtual chips, simulated*
7 *betting, or exchanging real money, Robux, or in-experience items of value are not allowed.”*⁵

8 14. But this representation is false, or misleading at best. In fact, Roblox allows third-
9 party gambling websites, including the highly popular online casinos purportedly operated by
10 Defendants Satozuki, Studs, Based Plate, Spatic, RBLXWild, and RBLXWild 2 (collectively, the
11 “Gambling Website Defendants”), to use the Roblox website to accept online bets using Robux, to
12 be placed on games at the Gambling Website Defendants’ virtual casinos. Roblox also facilitates
13 the Gambling Website Defendants’ efforts to track bets, complete transactions, wager Robux, and
14 satisfy wagers in their digital casinos.

15 15. In addition to its Terms of Service, Roblox maintains other channels of
16 communication with its users and the parents of minor users, including but not limited to its
17 advertising, promotional and marketing materials, FAQs on its website, the account creation and
18 sign-up process, its Parental Controls hub on minors’ accounts, and its solicitation of parents’ email
19 addresses and credit card information to enable various features and take various actions on minors’
20 accounts, including the purchase of Robux.

21 16. Roblox nowhere discloses to its users or the parents of minor users that its platform
22 facilitates illegal child gambling using Robux.

23 17. All of the gambling transactions take place on Roblox’s website under Roblox’s
24 virtual roof and are monitored by Roblox.

25
26
27 ⁵ <https://en.help.roblox.com/hc/en-us/articles/203313410-Roblox-Community-Standards> (emphasis
28 added)

1 18. Roblox maintains an internal ledger or other recording system whereby it tracks both
2 the flow and/or exchange of Robux on its platform, as well as the individuals and organizations
3 involved in such transactions.

4 19. Roblox registers each and every exchange of Robux for gambling credits and allows
5 illicit gambling, by minors, using the Roblox website. All of the gambling transactions require
6 Roblox's affirmative support to continue. Roblox profits from these transactions to the detriment of
7 its users, including its minor, adolescent, and teenage users.

8 20. Here is how the process works: Roblox's minor users first purchase Robux through
9 the Roblox website, using either their own money, a parent's credit card, or gift cards they possess.
10 Next, the minor user navigates to one of the Gambling Website Defendants' virtual casinos that
11 exist outside the Roblox ecosystem. Then, the user links their Robux wallet on Roblox's website to
12 the gambling website. And finally, once the minor-user's wallet is linked, the gambling website
13 converts the minor user's Robux into credits that can only be wagered in their virtual casinos.
14 Throughout this process, Roblox keeps track of all of these electronic transfers and has knowledge
15 of each transfer that occurs in its ecosystem.

16 21. Importantly, while a minor user must navigate off Roblox's website to access the
17 online casino and their new digital gambling credits, in reality, the minor user's Robux have not
18 been converted to another currency and they never leave Roblox's website. Instead, the Gambling
19 Website Defendant merely take control of the Robux, while providing a corresponding number of
20 "credits" (which are also called Robux) on their third-party gambling websites.

21 22. Further, because the exchange of Robux must occur within the Roblox website,
22 Roblox allows the Gambling Website Defendants to establish a Robux exchange within the Roblox
23 ecosystem.

24 23. If a user happens to win at Defendants' casino games, thereby increasing their total
25 credits, the Gambling Website Defendants transfer back to the user the additional value in Robux.
26 If, as is more likely and common, a minor user loses their credits in the Gambling Website
27 Defendants' virtual casino, those Defendants retain the user's Robux. The gambling credits function
28 just like chips in a brick and mortar casino; users "buy in" using their Robux, obtain chips, gamble

1 until they lose their money or wish to cash out, and, if they increase their credits, they cash those
2 credits out in exchange for Robux.

3 24. This entire exchange of Robux occurs on the Roblox platform with Roblox's
4 knowledge and support, and Robux never leave the Roblox ecosystem unless and until they are
5 cashed out for fiat currency.

6 25. Roblox facilitates the Gambling Website Defendants' use of its website to offer
7 illegal gambling opportunities to minor users.

8 26. Roblox could, of course, prohibit and/or stop the Gambling Website Defendants from
9 utilizing the Roblox ecosystem and digital currency to facilitate illegal gambling but it does not.

10 27. This is because Roblox is significantly enriched by this illegal scheme. After the
11 Gambling Website Defendants take Robux from adolescent and teenage users and ultimately
12 convert the Robux into cash, Roblox charges a 30% fee on this transaction, which amounts to
13 millions in annual cash fees.

14 28. Roblox and the Gambling Website Defendants have concocted an illegal gambling
15 ring to target the adolescents and teenagers who comprise the majority of Roblox's users. Roblox
16 knows its Robux are being used to place bets in illegal virtual casinos, directly facilitates this transfer
17 within the Roblox ecosystem, then imposes a fee on the ill-gotten gains accrued by the Gambling
18 Website Defendants when they seek to convert Robux to cash.

19 29. Plaintiffs' minor children—like hundreds of thousands of others across the United
20 States—fell prey to this illegal scheme and were victimized out of real money. As a result, the
21 Gambling Website Defendants have earned millions off the backs of those too young to legally
22 gamble, all the while providing Roblox with a sizable cut of the money they've illegally obtained.

23 30. Accordingly, this is a civil action seeking to put an end to this illegal scheme.
24 Through this class action lawsuit, Plaintiffs seek monetary damages, restitution, and declaratory
25 relief on behalf of proposed Classes of minor victims.

26 **PARTIES**

27 31. Minor Plaintiff N.S. and his mother and next friend, ARACELY SOUCEK, are
28 citizens and residents of the State of CALIFORNIA.

1 32. Minor Plaintiff T.D. is a former resident of the state of CALIFORNIA and a current
2 resident of Belgium, and his father YANIV DE RIDDER is a resident of the State of CALIFORNIA.

3 33. Minor Plaintiff L.C. and his mother and next friend, DANIELLE SASS, are citizens
4 and residents of the State of NEW YORK.

5 34. Defendant Roblox Corporation is a corporation existing under the laws of the State
6 of Delaware, with its principal place of business located at 970 Park Place, San Mateo, California
7 94403. Roblox regularly conducts and transacts business in this District and throughout the United
8 States.

9 35. Defendant Satozuki Limited B.V. (“Satozuki”) is a foreign company registered in
10 accordance with the laws of Curaçao, with its principal office at Abraham de Veerstraat 9,
11 Willemstad, Curaçao. Satozuki was the purported owner and operator of the popular gambling
12 website RBXFlip.

13 36. Defendant Paul Milan Clish is an American citizen and co-owner and operator of the
14 Defendant Satozuki Limited B.V.. Based upon information and belief, Defendant Clish created,
15 owned, and operated the popular Roblox gambling website RBXFlip under the online moniker “ST”
16 or “Str4t” and currently lives in San Antonio, Texas.

17 37. Defendant Julian Durak is the managing director of Defendant Satozuki Limited
18 B.V. Upon information and belief, Mr. Durak resides in Spain.

19 38. Defendant Patrick Dietz was a co-owner and operator of the popular Roblox
20 gambling website RBXFlip. Defendant Dietz also founded, owns, and operates Defendant
21 ADUR1TE LIM1TED. Upon information and belief, Defendant Dietz goes by the online moniker
22 “PD” and resides in Henderson, Colorado.

23 39. Defendant ADUR1TE LIMITED (“Adurite”) is a foreign company with its principal
24 office in the British Virgin Islands. Defendant Adurite purportedly operates the popular Roblox
25 virtual content marketplace Adurite.com, which can purportedly be reached by email at
26 business@adurite.com.

1 40. Defendant Studs Entertainment Ltd. (“Studs”) is a foreign company purportedly
2 registered to do business in Cyprus. Studs purportedly owned and operated the popular gambling
3 website Bloxflip and regularly conducts and transacts business throughout the United States

4 41. Defendant and Cross-Defendant Based Plate Studio LLC (“Based Plate”) is a foreign
5 company registered to do business in St. Vincent and the Grenadines. Upon information and belief,
6 Based Plate was created as a successor entity to Studs and regularly conducts and transacts business
7 throughout the United States. As of mid-2024, Based Plate was the purported owner of Bloxflip.com
8 on that website.

9 42. Defendant SPATIC LLC (“Spatic”) is a domestic business, registered in accordance
10 with the laws of the state of Delaware, with its principal office in Cummaquid, Massachusetts.⁶
11 Upon information and belief, Ms. Carolyn Selinger is a “manager” of Spatic LLC, and Defendant
12 Selinger is its “registered agent.”⁷ Upon information and belief, Spatic is a purported co-owner and
13 operator of the popular gambling website Bloxflip.com and regularly conducts and transacts
14 business throughout the United States. *See* ECF No. 139, at 2.

15 43. Defendant Shane Selinger is an American citizen who co-owns and operates Studs,
16 Spatic, Based Plate, and Bloxflip.com. Upon information and belief, Defendant Selinger uses the
17 online moniker “Psy” and resides in either Massachusetts or Texas. *See* ECF No. 139, at 2.

18 44. Defendant Aristeidis Stathoulopoulos is a foreign citizen who co-owns and operates
19 Studs, Based Plate, and Bloxflip.com. *See* ECF No. 139, at 2. Upon information and belief,
20 Defendant Stathoulopoulos resides in Greece and uses the online monikers “Aris,” “Erys,” and
21 “Aris_ByteG.”

22
23
24 ⁶ *See* <https://www.bizapedia.com/ma/spatic-llc.html>, last visited June 1, 2025.

25 ⁷ At some point after Spatic was formed, Defendant Selinger registered another entity called “Spatic, LLC”
26 as a “Texas Foreign-Limited-Liability Company” (File Number 0805078226) with a registered agent named
27 Evan Stafford, who is located at 1900 Barton Springs Rd., Austin, TX 78704. *See* Bizapedia,
28 <https://www.bizapedia.com/tx/spatic-llc.html> (last visited May 31, 2025). However, this company also has a
“domestic state” of Massachusetts, the same “principal address” in Cummaquid, Massachusetts and has
Shane Selinger listed as the “Governing Person.” *Id.*

45. Defendant RBLXWild Entertainment LLC (“RBLXWild”) is a domestic corporation that existed under the laws of Delaware. RBLXWild purportedly owned and operated the popular gambling website, rblxwild.com. RBLXWild regularly conducted and transacted business throughout the United States.⁸

46. Defendant RBLX Wild Entertainment ("RBLXWild 2") is a domestic corporation, existing under the laws of Wyoming, that purportedly owned and operated the popular gambling website rblxwild.com. RBLXWild 2's principal office is purportedly located in Sheridan, Wyoming. RBLXWild 2 regularly conducts and transacts business throughout the United States.

47. Defendant Boris Said Jr. is an American citizen who owned and operated rblxwild.com, and served as the President, Secretary, and Treasurer of RBLXWild and RBLXWild 2. Upon information and belief, Defendant Said Jr resides in Escondido, California and uses the online moniker “Dogs” and “DogsPlayingPoker.”

48. Defendant Nicholas Carlo is an American citizen who owned and operated RBLXWild, RBLXWild 2, and rblxwild.com. Upon information and belief, Defendant Carlo uses the online moniker “Aspire” and resides in San Diego, CA.

49. Defendant and Cross-Defendant John Doe #1 is an unknown individual who owned and operated the gambling website Bloxmoon.com (“Bloxmoon”). Upon information and belief, John Doe #1 owns and operates the entity that acquired RBLXWild, which has owned and operated the website RBLXWild.com (“RBLXWild”) since at least July 2024.

JURISDICTION AND VENUE

50. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(d)(2) because this is a class action in which the matter in controversy exceeds \$5,000,000 exclusive of interest and costs, and Plaintiffs and members of the putative Classes are citizens of a state that is different from the states in which Defendants are citizens.

⁸ Over one year after Defendant RBLXWild Entertainment LLC accepted service and failed to appear, Defendant Said Jr.'s personal counsel informed Plaintiffs' counsel that Defendant dissolved Defendant RBLXWild Entertainment LLC and that he had another company called RBLX Wild Entertainment in Wyoming.

1 for money in the past year.¹⁰ According to the Massachusetts Department of Public Health, problem
 2 gambling impacts 4-8% of youth, compared to just 1% of adults.¹¹

3 56. Roblox and the Gambling Website Defendants act in concert to profit from gambling
 4 games meant to attract kids. The interface of these websites is more like a mix between a video
 5 game and a casino, and as a result, is more attractive to underage users.

6 57. And further, because of the creation of Robux, a digital currency with real-world
 7 value in a children's game, the child users on Roblox have become targets of sophisticated gambling
 8 operations without their parents' knowledge of such dangers.

9 58. As a result of the illegal gambling enterprise, Roblox has made substantial revenue
 10 via its transaction fees and Robux sales to the tune of tens of millions of dollars, seeking to turn its
 11 minor customers' gambling struggles into revenue. The Gambling Website Defendants, in turn, have
 12 unlawfully enticed Roblox's minor users to wager Robux in their online casinos, manipulating
 13 adolescents and teenagers out of digital currency worth tens of millions of dollars.

14 ***I. The Roblox Platform***

15 **A. Overview**

16 59. Roblox was created in 2004 by David Baszucki and Erik Cassel, and it was released
 17 in 2006. Roblox is a 3D digital world that is entirely user generated, built by a community of nearly
 18 7 million developers. Most of the users on Roblox are kids, with estimates showing that more than
 19 half of all U.S. kids under the age of 16 are active on Roblox.¹²

20
 21
 22 ¹⁰ Allie Weintraub et al., *Online gambling among youth worries experts, one teen says sports betting*
 23 *was an 'escape,'* ABC News (Dec. 8, 2022), available at [https://abcnews.go.com/US/online-](https://abcnews.go.com/US/online-gambling-youth-worries-experts-teen-sports-betting/story?id=94577595)
 24 [gambling-youth-worries-experts-teen-sports-betting/story?id=94577595](https://abcnews.go.com/US/online-gambling-youth-worries-experts-teen-sports-betting/story?id=94577595) (last visited June 13,
 2023).

25 ¹¹ See Dept. of Public Health, *Teens gambling. It's a risk.* Mass.gov (visited on May 1, 2023),
 26 <https://www.mass.gov/service-details/teens-gambling-its-a-risk>.

27 ¹² Taylor Lyles, "Over half of US kids are playing Roblox, and it's about to host Fortnite-esque
 28 virtual parties too", The Verge (July 21, 2020),
[https://www.theverge.com/2020/7/21/21333431/roblox-over-half-of-us-kids-playing-virtual-](https://www.theverge.com/2020/7/21/21333431/roblox-over-half-of-us-kids-playing-virtual-parties-fortnite)
[parties-fortnite](https://www.theverge.com/2020/7/21/21333431/roblox-over-half-of-us-kids-playing-virtual-parties-fortnite).

60. The Roblox platform consists of two primary layers: the Roblox Client and the Roblox Studio. The Roblox Client is the application that allows users to explore 3D digital worlds through the eyes of an avatar, which each user customizes with clothing, gear, animations, simulated gestures, emotes, and other objects. The Roblox Studio is the toolkit developers and creators use to build, publish, and operate 3D experiences and content for the Roblox Client. These developers build games and objects that can be sold to users on the platform. Purchases can be made in the Avatar Shop using Robux, the digital currency created for the platform.

61. Underlying everything on the Roblox platform is its digital currency—Robux. Although the platform is free, nearly all experiences require the user to spend Robux in order to participate in the activities on the platform.

62. As set forth in more detail below, Robux is sold on the Roblox platform in various quantities. Robux can then be spent on the platform to purchase various items and/or pay for in-game experiences. Robux can also be converted back into real-world currency via the Developer Exchange Program.

63. Roblox earns revenue by, *inter alia*, selling Robux to users so that they can make in game purchases. Additionally, Roblox benefits financially from every transaction made on its platform by taking a 30% commission fee on all user-to-user transactions.

B. Roblox's In-Game Currency—Robux.

64. Robux are the foundation of the entire Roblox platform. Roblox states in its March 2022 Quarterly Report that “[w]e generate substantially all of our revenue through the sales of our virtual currency, ‘Robux,’ which players can use to purchase virtual items sold by our developer and creator community on the platform.”¹³

65. The Robux currency is not a cryptocurrency, but a digital currency. This means transactions are not publicly recorded on a blockchain and Robux are not transferrable off platform.

¹³ See Roblox Corporation, Form 10-Q, March 31, 2022, available at <https://d18rn0p25nwr6d.cloudfront.net/CIK-0001315098/ea0f0408-7ea4-48f8-a127-fef1fdb69aa3.pdf>, at 59.

1 Roblox, however, knows and keeps track of the acquisition and transfer of its digital currency on its
2 platform.

3 66. Although it is a digital currency, Robux have actual monetary value. One Robux is
4 currently equal to \$0.0125. Users can purchase Robux on Roblox at any time using a credit or debit
5 card. For instance, Roblox sells 400 Robux for \$4.99 and 800 Robux for \$9.99. Additionally, users
6 may subscribe to Robux Premium and receive a monthly allowance of Robux.

7 67. All transactions on Roblox are executed using Robux. Robux can also be exchanged
8 for real dollars.

9 68. Until 2013, Roblox did not allow Robux to be exchanged for real dollars. Then in
10 2013, Roblox implemented the Developer Exchange Program, through which developers on the
11 platform may exchange Robux for real world currencies.

12 69. Roblox requires developers that wish to exchange Robux for cash to join the
13 Developer Exchange Program so that Roblox can control the manner in which those developers
14 utilize and interact with the Roblox ecosystem, and so Roblox can more easily monitor Robux
15 exchanges.

16 70. The advent of the Developer Exchange Program has attracted an enormous amount
17 of users to the platform in search of riches in exchange for developing experiences or items on
18 Roblox. The yearly payout to developers on the platform has continued to increase year over year,
19 with Roblox paying out \$500 million to developers in 2021.

20 71. With that kind of money being exchanged for Robux, it's no surprise the platform
21 has also been overrun with predatory behavior, fraud, and gambling.

22 ***II. Roblox's Illegal Gambling Enterprise***

23 72. Roblox, in conjunction with the Gambling Website Defendants, has directly assisted
24 in creating the unregulated market of virtual casino games that run adjacent to and rely on the Roblox
25 platform.

26 73. The extreme pace of growth of Roblox use among children has opened up a whole
27 new market to online gambling enterprises. Children, who previously could not access the funds to
28 participate in online gambling, now have, collectively, billions of Robux at their disposal.

1 74. Many times, children are able to gamble money on these virtual casinos without their
2 parents' knowledge because they use Robux to facilitate the gambling transactions. Parents
3 unwittingly provide the gambling funds to their children under the mistaken belief that their children
4 are using Robux to purchase items that will enhance or accessorize a legitimate and/or harmless
5 gaming experience.

6 75. As set forth herein, however, Roblox and the Gambling Website Defendants work
7 together to divert adolescent and teenage users to third-party gambling websites where Robux can
8 be gambled away on virtual games of chance, enriching both Roblox and the Gambling Website
9 Defendants.

10 ***A. The Illegal Gambling Websites***

11 76. A growing secondary market for gambling is present on Roblox. This system has
12 included four primary third-party gambling websites (the "Illegal Gambling Websites") that
13 featured games of chance such as coin flips, roulette, slot machines, treasure chests, as well as other
14 pure gambling games like blackjack and dice.

15 77. The four primary Illegal Gambling Websites were Rbxflip.com, which was owned
16 and operated by Defendants Clish, Dietz, and Durak, who created, owned, and operated Satozuki
17 with the sole purpose of serving as a corporate shield for their illegal gambling enterprise;
18 Bloxflip.com, which was owned and operated by Defendants Selinger and Stathoulopoulos, who
19 created, owned, and operated Studs and Based Plate with the sole purpose of serving as corporate
20 shield for their illegal gambling enterprise; and RBLXWild.com, which was owned and operated by
21 Defendants Said Jr. and Carlo, who created, owned, and operated RBLXWild and RBLXWild 2
22 with the sole purpose of serving as corporate shields for their illegal gambling enterprise before
23 purportedly selling the website to Defendant Doe # 1, who operated the fourth primary Illegal
24 Gambling Website, bloxmoon.com.

25 78. The Illegal Gambling Websites are each part of Roblox's Developer Exchange
26 Program, allowing them to exchange Robux acquired from Roblox's minor users for real-world
27 currency.

28

79. Additionally, each Illegal Gambling Website laundered their ill-gotten Robux and Roblox items through Defendant Adurite's Roblox marketplace, which was created, owned, and operated by Rbxflip.com co-owner, Defendant Dietz.

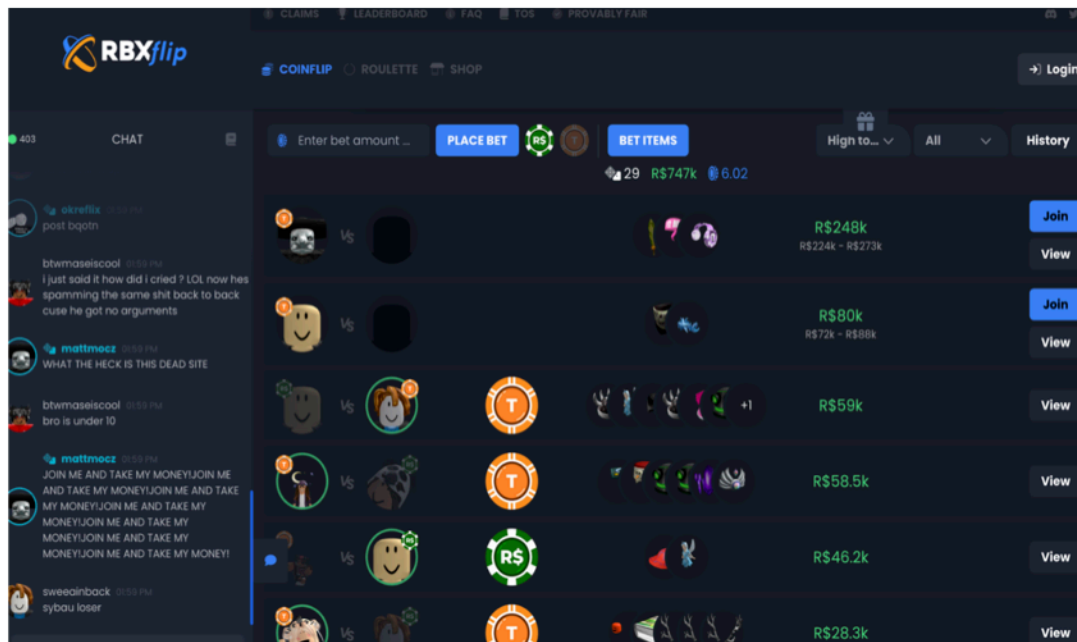
80. To date, Adurite allows minor Roblox users to repurchase their lost Robux and Roblox items for real money from bot accounts on the Roblox Platform.

81. Each Illegal Gambling Website used Adurite and sold Roblox items collected from their underage gambling enterprise on the website for Robux and real money.

82. Each of the Illegal Gambling Websites operated on or in concert with Roblox and the Gambling Website Defendants, facilitating an exchange of Robux for gambling credits that occurs on the Roblox platform. Indeed, Robux never leave the Roblox platform until they are exchanged for cash. Once a minor user's credits are exhausted, the Gambling Website Defendants cashed out their newly-acquired Robux and provided Roblox with its 30% transaction fee.

83. These websites all had substantially similar interfaces, which made it easy for a Roblox user to sign up, link their Roblox account, and begin gambling. The interface from RBXFlip and Bloxflip are set forth below:





84. The Illegal Gambling Websites were never registered with any state or licensed to operate a casino or online gambling operation.

85. Users of the Illegal Gambling Websites could deposit funds onto the website by linking their Roblox account and depositing Robux.

86. Prior to Roblox attaining popularity, these types of gambling websites did not have access to a vast underage online audience with funds to gamble.

87. However, because of the Roblox ecosystem, millions of children now have transferrable funds in the form of Robux that they can gamble with.

88. As a result, most of the Illegal Gambling Websites' audience have been children who use Roblox. The Illegal Gambling Websites did not engage in any kind of age verification or identification processes to prevent underage users from participating.

89. Furthermore, although many of the games on the Illegal Gambling Websites were traditional gambling games, some were newer betting games such as "flip," cases, and "crash," which were more like video games where bets are made or lootboxes involving Roblox items, making them more appealing to a younger audience of Roblox users.

90. Each of the Illegal Gambling Websites intentionally exploited children in California to obtain those Californian children's property for its own profit.

1 91. Each of the Illegal Gambling Websites has conducted regular business in California,
 2 by soliciting and using children’s Roblox security cookies and login credentials, including those of
 3 users in California, and has extracted property from users in California through its underage
 4 gambling scheme.

5 92. In the regular course of its business, each of the Illegal Gambling Websites cultivated
 6 an audience of children by enticing Roblox’s largely minor userbase with gambling games that
 7 appeal to children, including Californian children.

8 93. Each Illegal Gambling Website collected information from Roblox users who linked
 9 their Roblox accounts to that Illegal Gambling Website, including geolocation information.

10 94. Each of the Illegal Gambling Websites appealed to, ensnared, and profited
 11 handsomely from its exploitation of children in California, including Minor Plaintiffs in this case.

12 95. Because the exchange of Robux for gambling credits occurs on the Roblox platform,
 13 using Roblox’s technology and digital currency, Roblox had knowledge of these exchanges and
 14 facilitates them. When the Gambling Website Defendants cashed out their ill-gotten gains, Roblox
 15 also earned money on the cash-out fees. In short, all Defendants have worked together to enrich
 16 themselves and each other at the expense of their adolescent and teenage users.

17 ***1. RBXFlip***

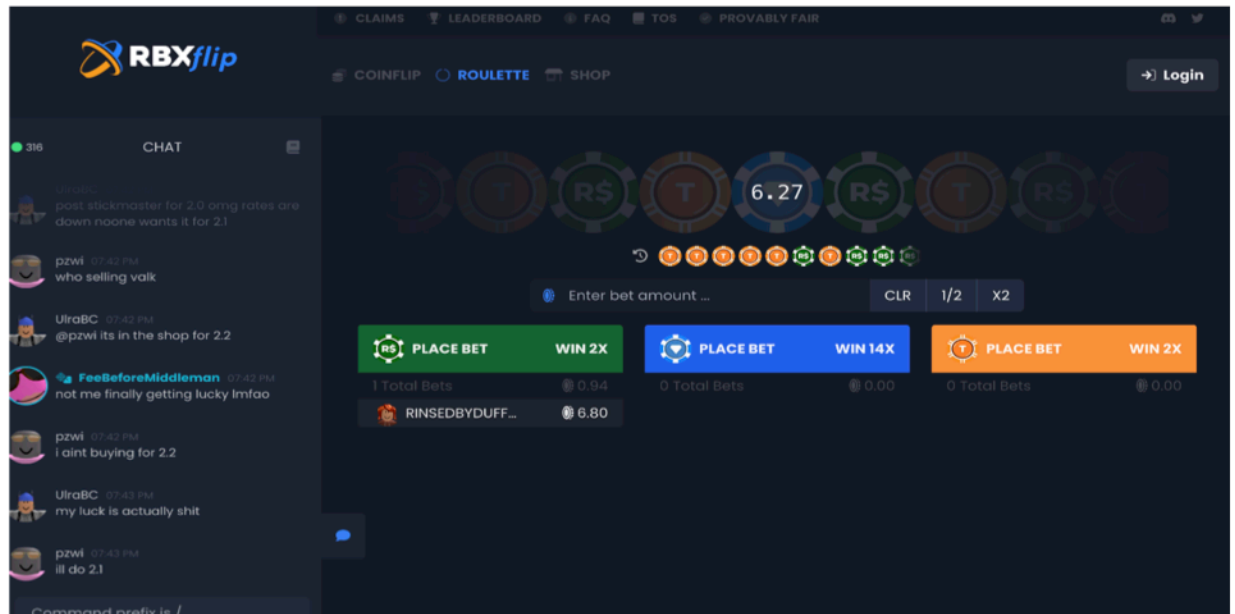
18 96. Launched in April 2019 by Defendant Clish, Rbxflip.com was the first major third-
 19 party gambling website to operate with Roblox. As its name suggests—“RBX” is short for Robux—
 20 the site was designed for and dependent upon Roblox’s legions of minor users gambling away
 21 Robux purchased through Roblox’s ecosystem.

22 97. RBXFlip described itself as “the leading peer 2 peer marketplace with fun & fair
 23 games” where users can bet Robux to play casino-style games.¹⁴

24
 25
 26
 27
 28 ¹⁴ <https://rbxflip.com/coinflip?modal=FAQ>

98. RBXFlip expressly acknowledged that it operated as a gambling website, stating in section 1.6 of its terms of service that the “games” contained on its website “shall mean Casino, Live Casino, Sportsbook, cards, and other games.”¹⁵

99. Before even signing in, RBXFlip prominently displayed two casino “games” on its homepage: Coinflip and Roulette. Both “games” allowed players to bet Robux and/or Roblox items:



100. RBXFlip’s homepage further acknowledged, “Gambling means for the majority of our Users, entertainment, fun and excitement. But we also know that for some of our Users gambling has negative side effects.”¹⁶

101. But yet, RBXFlip incentivized problematic gambling by offering “bonuses, coupons, loyalty points [and] prizes.”¹⁷ To obtain these benefits, users were required to satisfy RBXFlip’s “wagering requirements,” which were “the total amount of bets you must stake before the bonus and any accrued winnings are transferred into your cash balance and can be withdrawn.”¹⁸

102. Although RBXFlip’s terms of service stated that “Persons who are under age of 18 years are not allowed to use the Website and/or any services available on it,” the site’s own

¹⁵ *Id.*

¹⁶ <https://rbxflip.com/coinflip?modal=responsible-gambling>

¹⁷ <https://rbxflip.com/coinflip?modal=ToS>, at 16.7

¹⁸ <https://rbxflip.com/coinflip?modal=ToS>, at 16.10.2.11.

1 promotional material contradicted its claim. In a video entitled, “RBXFlip Login Tutorial And How
2 to Win Roblox Gambling,” Defendant Clish stated that the first “Requirement to Gamble” on “our”
3 website was that the Roblox user had an “Account age 13+.”¹⁹

4 103. Defendant Clish continued by demonstrating how any user could connect their
5 Roblox account to RBXFlip and how, when gambling on its website, the user’s Robux were “sent
6 to one of our storage bots for it to hold for the duration of the game.” This storage bot was located
7 on Roblox’s website and used Roblox’s technology to exchange Robux for gambling credits, with
8 Roblox’s knowledge. The storage bots, or other accounts controlled or used by RBXFlip, were also
9 part of Roblox’s Developer Exchange, allowing RBXFlip to cash out its ill-gotten Robux for real-
10 world currency.

11 104. All participants in the Developer Exchange must register with Roblox, meaning
12 Roblox has a full understanding of the entities that participate through its Developer Exchange.

13 105. Minor users were easily able to create an account by copy and pasting their Roblox
14 “cookie”—their unique security code—when prompted.

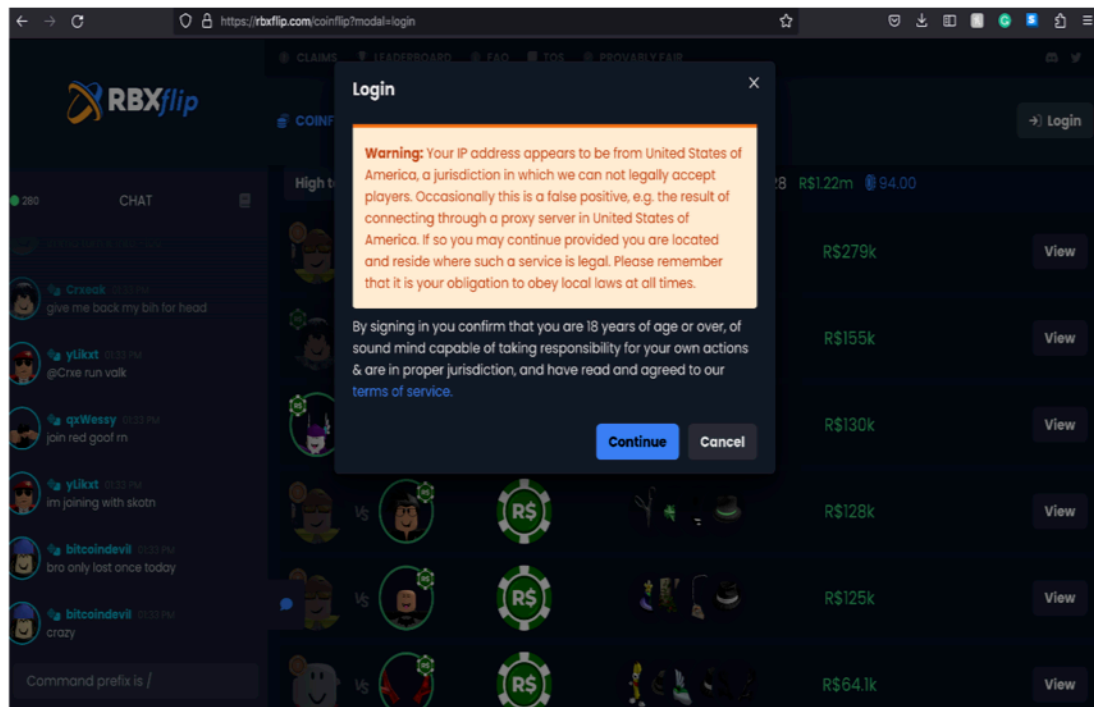
15 106. This “cookie” is information Roblox generates on its website and tracks, thus
16 providing it with knowledge of when a Roblox user’s “cookie” is linked to another website such as
17 RBXFlip and facilitating the transfer of Robux to this illegal online casino.

18 107. RBXFlip also failed to utilize age verification measures, meaning that any user,
19 regardless of their actual age, could access the site and place bets using their Robux.

20 108. While RBXFlip stated that its casino games were not accessible “from the United
21 States,” this warning did not actually prohibit users in the United States from gambling on the
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23
24
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27 ¹⁹ Unknown PERSON, RBXFlip Login Tutorial and How to Win Roblox Gambling,
28 YouTube.com, (May 11, 2021) at 0:05-0:18, <https://www.youtube.com/watch?v=2jwhcFgmB6Q>
(last accessed Jun. 1, 2025).

1 website and was easily bypassed by pressing a bright blue “continue” button that appeared on the
2 website’s entry screen, as shown below:



15 109. Roblox failed to prevent RBXFlip from operating its online casino using Robux.
16 Indeed, between April 2019 and July 2023, Roblox only tried to curtail RBXFlip’s conduct by
17 demanding that RBXFlip stop using its copyrights on the RBXFlip website. Roblox did not, at this
18 time or any other, demand that RBXFlip cease operating a gambling operation dependent upon the
19 Roblox ecosystem and the Robux digital currency.

20 110. Shortly after RBXFlip’s launch, Defendant Clish brought on two other individuals
21 to develop and support RBXFlip, including “Ly,” who upon information and belief is Julian Durak,
22 and another individual with the online moniker, “PD,” who upon information and belief is
23 Defendant Dietz.²⁰ In the YouTube interview, Defendant Clish stated that Ly was the developer of
24 RBXFlip, while PD provided support, including “getting a lot of the bots” used by RBXFlip to
25 facilitate trades on the Roblox platform.²¹ Defendant Clish apparently gave Ly a “long-term”
26

27 ²⁰ See RoZone, *Interviewing The FOUNDER Of RBXFlip!*, YouTube.com (Dec. 29, 2020),
28 <https://www.youtube.com/watch?v=J88I7Y3JF-s> (last accessed Jun. 1, 2025)

²¹ *Id.* at 5:30-54.

1 ownership interest in Defendant Satozuki so that Ly could “always have this income coming in.”²²
 2 Defendant Clish also stated that he sold Defendant Dietz “lifetime ownership shares in RBXFlip.”²³

3 111. Upon information and belief, Defendant Satozuki was created solely for the purpose
 4 of acting as a corporate shield for Defendants Clish, Dietz, and Durak’s illegal gambling enterprise.
 5 and did not have any assets besides its purported ownership of Rbxflip.com.

6 112. Upon information and belief, Defendant Satozuki never had any assets besides its
 7 purported ownership of Rbxflip.com and was never affiliated with any business ventures besides
 8 Defendants’ illegal gambling website, Rbxflip.com.

9 113. Upon information and belief, while Satozuki was registered to do business in
 10 Curacao, it did not actually exist, had no offices, website, emails, bank accounts, nor employees
 11 (besides Defendants Clish, Dietz, and Durak), and did not follow any corporate formalities (such as
 12 board meetings, record keeping, filed taxes etc.).²⁴

13 114. In fact, RBXFlip did not have any employees besides Defendants Clish, Durak, and
 14 Dietz until 2021.²⁵

15 115. Upon information and belief, Rbxflip.com was actually run out of Defendant Clish’s
 16 house in San Antonio, and all developers, bot creators, and support staff were paid out from accounts
 17 under Clish’s personal control, which he funded with proceeds from his, Defendant Dietz’, and
 18 Defendant Durak’s illegal gambling enterprise.

19 116. Upon information and belief, Defendants Clish, Durak, and Dietz personally
 20 managed and controlled all proceeds and assets of Satozuki, a corporation set up for the sole purpose
 21 of operating an illegal gambling enterprise, as their own, including by transferring its funds and
 22 assets to themselves.

23
 24
 25 ²² See RoZone, Interviewing The FOUNDER Of RBXFlip | 2021, YouTube.com, (Dec. 5, 2021) at
 7:39-45, <https://www.youtube.com/watch?v=ELeXsMr2wco&t=46s> (last accessed Jun. 1, 2025).

26 ²³ *Id.* at 6:44-54

27 ²⁴ At a deposition taken in connection with this case, Defendant Clish refused to answer any questions related
 to Satozuki Limited, and whether the company had any assets, liabilities, or followed corporate formalities.

28 ²⁵ See RoZone, Interviewing The FOUNDER Of RBXFlip! YouTube.com (December 28, 2020) at 4:50-5:00,
<https://www.youtube.com/watch?v=J88I7Y3JF-s&t=221s> (last accessed Jun. 1, 2025).

117. To that end, Defendants Clish, Dietz, and Durak’s illegal gambling enterprise was hugely successful; by the end of 2021 (two years before the website was taken offline), RBXFlip had over 43,810 active users and Defendants had generated over 1,322,000,000 Robux in fees—approximately \$14,000,000.²⁶ Defendant Clish stated that this number represented approximately 3.5% of the total value wagered on RBXflip—approximately \$400,000,000.²⁷

118. In or around August 2023, after years of running their illegal gambling website, Defendants Clish, Dietz, and Durak took Rbxflip.com offline.

119. Upon information and belief, Defendant Satozuki was dissolved shortly after Plaintiffs attempted to serve them.

2. Bloxflip

120. Bloxflip, like RBXFlip, was an online casino catering to Roblox’s adolescent and teenage users. As of 2022, it was one of the most visited websites in the world with over 5.7 million monthly visitors.

121. Bloxflip described itself as a “betting service that allows users to play a variety of chance-based games (‘Games’) using . . . the virtual in-game currency used by players of Roblox (‘Robux’).”²⁸

122. The site further declared that it was “the #1 social casino for wagering ROBUX!”²⁹

123. When a user navigated to Bloxflip’s page, they were encouraged to “Deposit . . . ROBUX . . . to receive a balance on the site to start playing!”³⁰

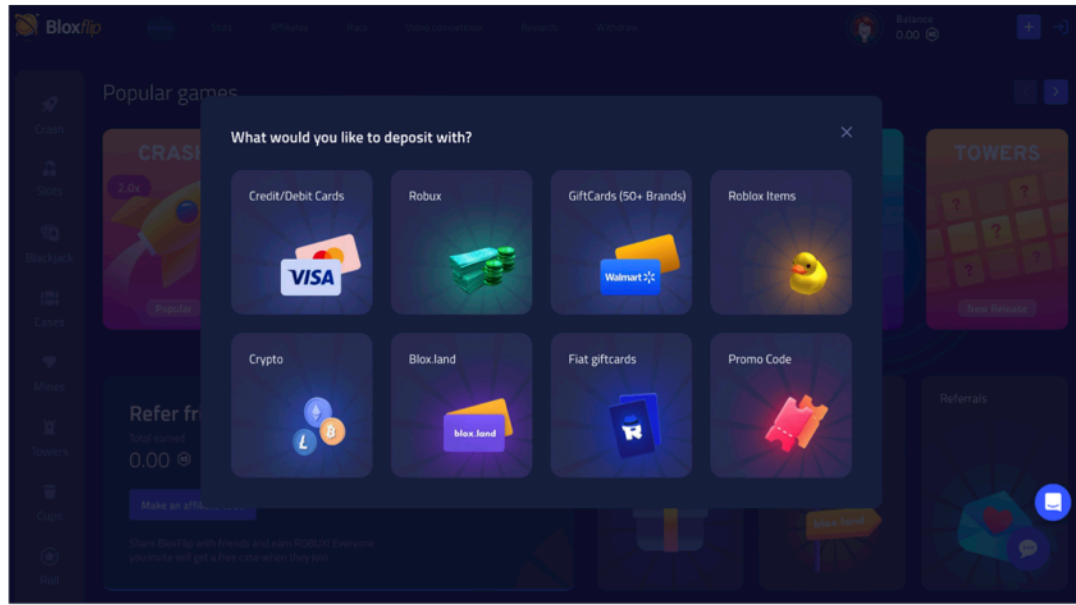
²⁶ See Grrt, *RBXFlip The \$450 Million Child Gambling Website*, <https://www.youtube.com/watch?v=fcKGx-k5rtk>, 2:20-30 (Dec. 2, 2021), (last visited Jun. 1, 2025).

²⁷ See RoZone, *Interviewing The FOUNDER Of RBXFlip!* YouTube.com (December 28, 2020) at 6:25-35, <https://www.youtube.com/watch?v=J88I7Y3JF-s&t=221s> (last accessed Jun. 1, 2025).

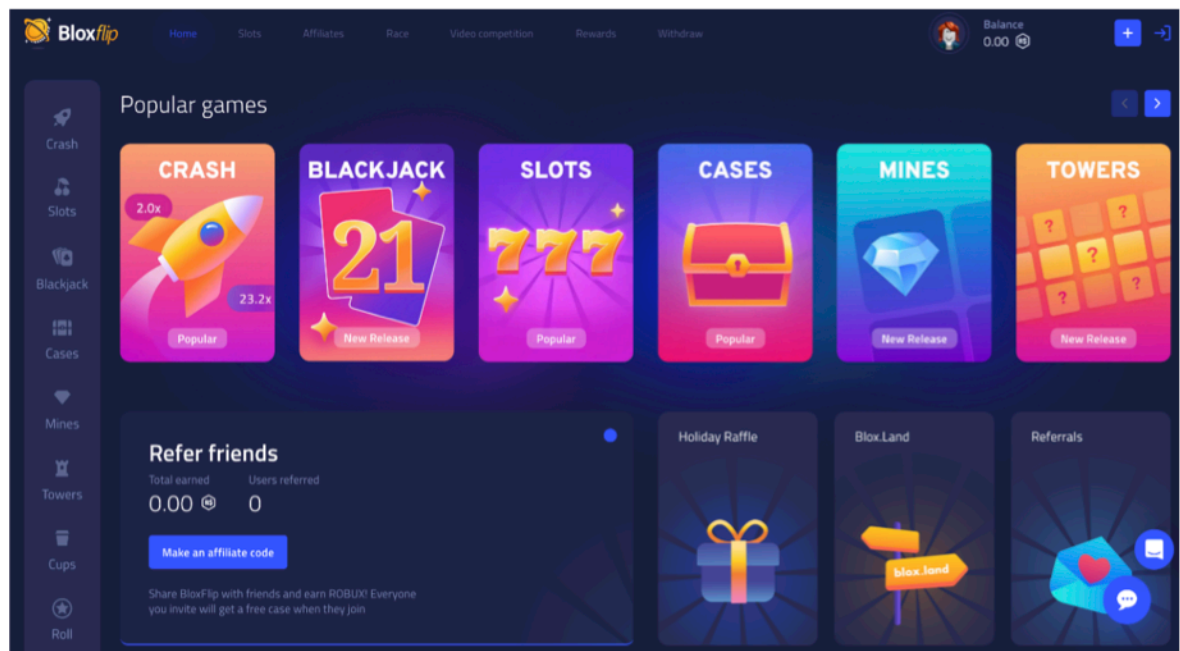
²⁸ <https://bloxflip.com/terms>

²⁹ <https://bloxflip.com/>, at FAQ

³⁰ <https://bloxflip.com/>, at FAQ



124. Bloxflip’s homepage featured several ways to gamble a user’s Robux, with games like “Crash,” “Blackjack,” “Slots,” “Plinko,” and “Slide (Roulette),” and included a live feed of each “bet” and the current “payout” from each of these casino games.³¹



³¹ A tutorial for how to play each game can be found on YouTube in the video entitled, “A Beginners Guide to BloxFlip.” See <https://www.youtube.com/watch?v=35Lkf3SBwJU&t=7s>.

Live feed

Crash All bets High wins Lucky wins

Game	Username	Time	Bet	Multiplier	Payout
Cases	Fallguyfortnitebob	17:22	435	1.23	+ 537
Plinko	321xrellik	17:22	50	1.00	0
Slots	linus_minus08	17:22	75	0.82	+ 61.7
Slots	jucatorminecraft	17:22	4,800	1.00	+ 4,800
Mines	JAKEQUIL123	17:22	50	0.00	- 50
Case Battle	Frerorao	17:22	41	1.83	+ 75
Towers	urfatni	17:22	50	2.02	+ 101.25

125. Although Bloxflip claimed that users must be over eighteen to gamble, the website did not use any age verification software and users under the age of eighteen were freely able to access the website and gamble. All that was needed to log in to Bloxflip was a “Roblox username.”

126. Further, Bloxflip encouraged minor users to promote its illegal gambling website by offering free Robux to users who promoted Bloxflip on the popular social media product TikTok.

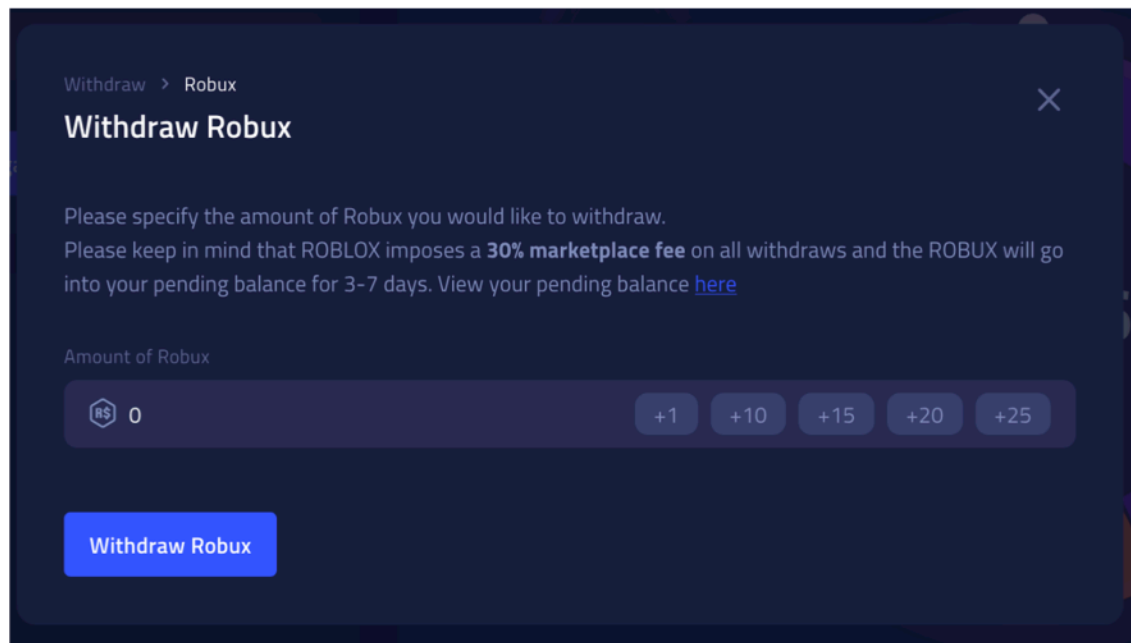
127. For example, Bloxflip entered into a paid partnership with TikTok influencer RizJhadan_roblox, who has over 250,000 followers, to advertise its illegal gambling website to children. One video, entitled, “Finding Roblox Games, So you Don’t Have Too!!! Check Our BloxFlip in Bio!!!” is marked as a “paid partnership,” and has been viewed over 1.7 million times and “liked” over 113,000 times.³² In this sponsored post, the TikTok influencer tells his adolescent audience that in just “10 minutes” he was able to win “over 100k plus” worth of Robux, and states that “you guys can too.”

128. As the above example demonstrates, Bloxflip was designed to attract Roblox’s minor users who could illegally gamble on the site using their Robux. For this reason, Bloxflip entered a paid partnership with an influencer whose name incorporates the word “roblox,” and the illegal gambling website’s name itself is a reference to the Roblox gaming platform.

³² https://www.tiktok.com/@rizjhadn_roblox/video/7144340043300097281?lang=en

1 129. Although Bloxflip's website stated that "Robux have no cash value and are for
2 entertainment purposes only," its terms of service describe the process by which a user can "Cashout
3 your ROBUX into your account."³³

4 130. When a user attempted to withdraw Robux from Bloxflip's casino website, Bloxflip
5 notified the user that "ROBLOX imposes a **30% marketplace fee** on all withdrawals and the ROBUX
6 will go into your pending balance for 3-7 days."³⁴



18 131. Bloxflip, like RBXFlip, used storage bots to accept and hold minor users' Robux on
19 the Roblox platform. These storage bots were located on Roblox's website and used Roblox's
20 technology to exchange Robux for gambling credits, with Roblox's knowledge. The storage bot, or
21 other accounts controlled or used by Bloxflip itself, was also part of Roblox's Developer Exchange,
22 allowing Bloxflip to cash out its ill-gotten Robux for real-world currency. All participants in the
23 Developer Exchange must register with Roblox, meaning Roblox has a full understanding of the
24 entities that participate through its Developer Exchange.

25

26

27 ³³ <https://bloxflip.com/terms>

28 ³⁴ *Id.* (emphasis in original)

1 132. In a 2022 interview, Bloxflip’s founder stated that he was “inspired” to create
2 Bloxflip when he “saw the success of RBXFlip.”³⁵ He further claimed that he designed the website
3 to offer “PvP gambling” that focused on betting with Robux, which “open[ed] [the site] to more
4 people.” The Bloxflip founder also proclaimed that Bloxflip was the “#1 Roblox gambling site.”
5 Again, Bloxflip, like RBXFlip, was intended to capture Roblox’s audience of minors, all while
6 enriching both the operators of the website and their collaborators at Roblox.

7 133. While Bloxflip’s website stated that it was purportedly owned and operated by
8 Defendant Studs Entertainment (and eventually Defendant Based Plate), this was merely an attempt
9 to protect Defendants Selinger and Stathouloupoulos from liability for running an illegal gambling
10 website.

11 134. For example, Defendant Studs was listed as the purported owner of Bloxflip.com
12 when Plaintiffs filed their initial complaint. However, shortly after Plaintiffs filed their lawsuit and
13 attempted to serve Studs in Cyprus, the company dissolved, and the website reported that Defendant
14 Based Plate, a company purportedly registered to do business in Saint Vincent, was the new owner
15 of the website.

16 135. However, in reality, both Defendant Studs and Defendant Based Plate were owned
17 by Defendant Selinger and Defendant Stathouloupoulos, who go by the online monikers “Psy” and
18 “Aris,” and are operated out of the United States.

19 136. In a 2022 interview discussing the meteoric rise to success of Bloxflip in its first few
20 months, “Psy,” or Defendant Selinger, stated that he was “really happy to see that Aris and I, our
21 work has paid off of this.”³⁶

22 137. Bloxflip’s early success was due, in part, to its partnership with Adurite, which is
23 owned by Defendant Dietz. In a 2022 YouTube interview, Defendant Selinger stated that “we’re
24 good friends with the owners of Adurite, we’ve known them for quite some time now, and in terms
25

26 ³⁵ <https://www.youtube.com/watch?v=yFaR33G5yhQ>

27 ³⁶ See RoZone, Interviewing the Founder of Bloxflip, YouTube (Apr. 21, 2022),
28 <https://www.youtube.com/watch?v=yFaR33G5yhQ&t=11s>, at 3:25-3:38, (last visited Jun 1, 2025).

1 of partnering with them instead of creating our own marketplace, we just wanted to get” the Roblox
2 item withdrawal feature out “as soon as possible, and Adurite does have quite a large amount of
3 sellers, and we wanted to tap into that, and provide our users with as many Limiteds as possible.
4 Although users can deposit limiters into Bloxflip and sell them for a balance, we didn’t see that
5 feature being used widespread so we just integrated Adurite as well so we could provide as much as
6 possible as fast as possible.”³⁷

7 138. To continue growing, Defendants Selinger and Stathoulopoulos hired several others
8 to run Bloxflip’s social media accounts. These individuals were paid from Defendants’ personal
9 bank accounts and reported directly them. These employees included individuals with the online
10 monikers “Libra,” “RedVesa,” “Zara,” “Weiss”/weitss_0x” and “Alfonso,” who frequently referred
11 to themselves as the “Bloxflip team.”

12 139. Upon information and belief, Defendants Studs and Based Plate were created solely
13 for the purpose of acting as a corporate shield and did not have any assets besides their purported
14 ownership of Bloxflip.com.

15 140. Upon information and belief, Defendants Studs and Based Plate never conducted any
16 business besides their purported affiliation with the illegal gambling website, Bloxflip.com.

17 141. Upon information and belief, while Studs was registered to do business in Cyprus, it
18 did not actually exist, had no offices, website, emails, nor employees (besides Defendants Selinger
19 and Stathoulopoulos), and did not follow any corporate formalities (such as board meetings, record
20 keeping, filed taxes etc.).

21 142. Defendants Selinger and Stathoulopoulos used Studs and Based Plate as personal
22 piggy banks, and in turn, profited handsomely from their operation of an underage gambling
23 website.

24 143. Upon information and belief, Defendants Selinger and Stathoulopoulos personally
25 managed and controlled all proceeds and assets of Studs and Based Plate, corporations set up for
26

27
28 ³⁷ *Id.* at 8:50-9:50.

1 the sole purpose of operating an illegal gambling enterprise, as their own, including by transferring
2 its funds and assets to themselves.

3 144. In or around December 2024, after years of running their illegal gambling website,
4 Defendants Selinger and Stathoulpoulos took bloxflip.com offline.

5 **3. RBLXWild**

6 145. RBLXWild.com was an illegal gambling website that preyed on minor Roblox users.

7 146. RBLXWild.com was created by Defendant Said Jr, who profited from illegal
8 underage gambling.

9 147. Defendant Carlo—who started as a minority owner of rblxwild.com and eventually
10 became the sole owner of RBLXWild 2 and rblxwild.com—joined two months after Said Jr. created
11 Rblxwild.

12 148. Shortly after creating RBLXWild.com, Defendant Said Jr. registered RBLXWild and
13 RBLXWild 2, along with Defendant Carlo, as corporate shields for their illegal gambling enterprise.

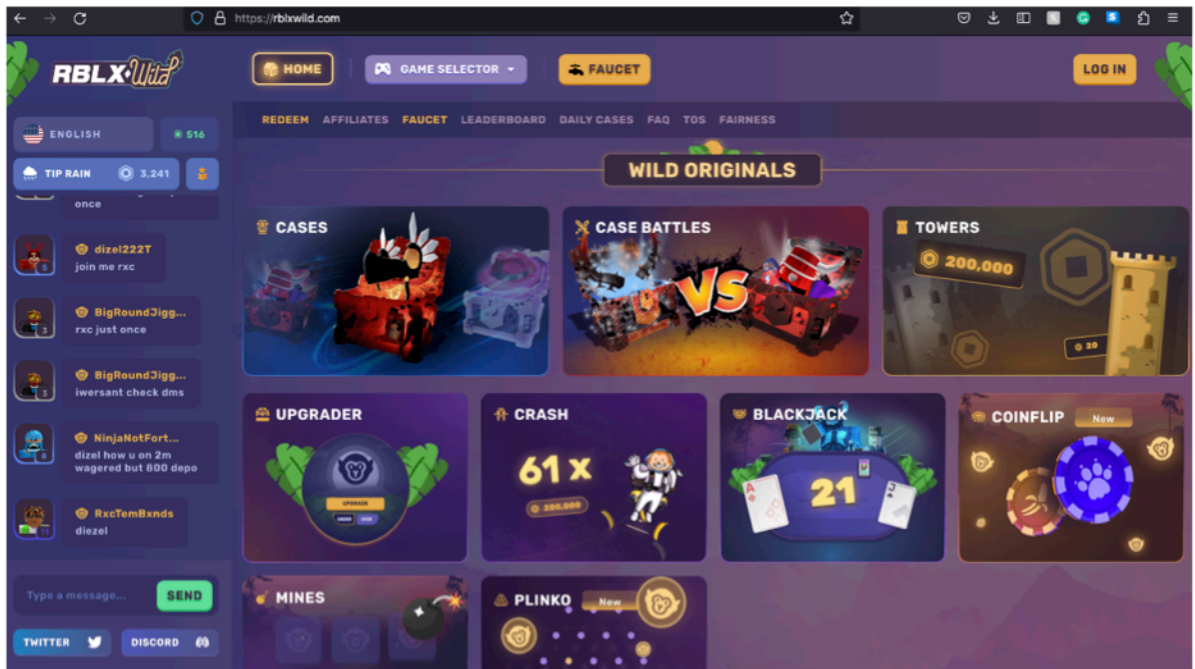
14 149. While RBLXWild and RBLXWild 2 were registered under the laws of Delaware and
15 Wyoming, respectively, neither were actual, functioning companies.

16 150. Neither RBLXWild nor RBLXWild 2 had an actual office, phones, websites, office
17 supplies, accounting departments, email accounts, employees that were paid out through the
18 companies' bank accounts, regular meetings, nor a functioning board, and neither observed
19 corporate formalities, such as maintaining records.

20 151. Rather, these companies were formed and existed solely to shield Defendants Said
21 Jr. and Carlo from liability.

22 152. Upon information and belief, Defendants Said Jr. and Carlo personally managed and
23 controlled all proceeds and assets of RBLXWild and RBLXWild 2, corporations set up for the sole
24 purpose of operating an illegal gambling enterprise, as their own, including by transferring its funds
25 and assets to themselves.

153. While it was still active, rblxwild.com opened to a homepage that featured many games in which minors may gamble, including “BlackJack,” “Coinflip,” “Plinko,” and more:



154. RBLXWild’s homepage was designed to appeal to children and resemble a virtual arcade, with the website featuring cartoonish images to advertise each casino game.

155. RBLXWild exchanged Robux for gambling credits on the Roblox platform using a storage bot, just like the other Gambling Website Defendants. This storage bot was located on Roblox’s website and used Roblox’s technology to exchange Robux for gambling credits, with Roblox’s knowledge. The storage bot, or other accounts operated or used by RBLXWild itself, was also part of Roblox’s Developer Exchange, allowing RBLXWild to cash out its ill-gotten Robux for real-world currency. All participants in the Developer Exchange must register with Roblox, meaning Roblox has a full understanding of the entities that participate through its Developer Exchange.

156. The site explained that users could increase their “site balance,” and thereby continue to gamble, “by depositing more . . . Robux.”³⁸

³⁸ <https://rblxwild.com/?modal=general-tos>

1 157. RBLXWild, like the other Illegal Gambling Websites, also allowed users to
 2 withdraw Robux from their accounts, explaining that any amount withdrawn will be reduced by the
 3 “30% fee that Roblox charges.”

4 158. Although RBLXWild claimed that users must be over eighteen to access the site, it
 5 employed no age verification mechanisms to prohibit those under the age of eighteen from accessing
 6 the website and placing bets.

7 159. Further, RBLXWild paid social media influencers to advertise and promote
 8 RBLXWild to children.³⁹ Several videos available on YouTube, for example, suggest that minor
 9 users can make enormous profits by gambling on RBLXWild. These videos have titles such as “I
 10 won over 5 million R\$ In this Battle! (RBLXWild),”⁴⁰ and “I Won R\$50,000 On RBLXWild! (Real
 11 Balance).”⁴¹ The use of “R\$” in these titles and others is a reference to Robux.

12 160. Indeed, the name RBLXWild was, itself, a reference to Roblox and its digital
 13 currency, Robux, and the site is designed to attract Roblox’s minor uses who would wager the
 14 ecosystem’s digital currency, all while RBLXWild and Roblox share the profits.

15 161. And their illegal gambling scheme worked; through the beginning of 2023,
 16 rblxwild.com generated “five figures” in revenue every day. In a May 2024 interview, Defendant
 17 Carlo stated that “at that time, I think you could say we were like the second biggest site in the
 18 industry. We didn’t have much competition, like, we weren’t really stressing because we knew that
 19 people would always choose us . . . I think we were making about five figures a day.”⁴²

20 162. Shortly after Plaintiffs filed their initial complaint, Defendant Carlo, who was the
 21 majority owner and operator of RBLXWild 2 and rblxwild.com at that point, sold rblxwild.com to
 22 the owner of bloxmoon.com.

23
 24 ³⁹ <https://www.youtube.com/watch?v=2OPF9PWvi8A> (stating that this video, with over 60,000
 25 views, is sponsored by “Wild”).

26 ⁴⁰ <https://www.youtube.com/watch?v=LzVi8Rd-99E>

27 ⁴¹ <https://www.youtube.com/watch?v=Odf3I9X3nZM>

28 ⁴² See RoZone, *Interviewing the Founder of RBLXWild!*, https://www.youtube.com/watch?v=nHiTIX1M9_c
 (May 18, 2024), at 3:32-3:45, (last visited Jun. 1, 2025).

1 163. In a May 2024 interview, Defendant Carlo stated that that “the lawsuit came, I think
 2 it was like it came one week before we shut down . . . when we got that lawsuit we just kind of
 3 panicked.”⁴³ He continued, stating “I don’t really have any regrets because *we was going to be*
 4 *doomed anyways because of the lawsuit, we kind of had to close down, you know? Like all our*
 5 *other sites, people we spoke with and stuff they all closed down as well. So I wouldn’t say I have*
 6 *any regrets because we couldn’t ignore lawsuit. We couldn’t just keep operating.*”⁴⁴ He further
 7 stated that “bloxmoon owns 100% of rblxwild and that’s their side now, so 100% they own it all.”

8 4. Bloxmoon

9 164. Launched in or around November 2022, Bloxmoon.com was another illegal
 10 gambling website that referred to itself as a “Premium Roblox Gambling” website.

11 165. Bloxmoon required users to enter their Roblox credentials or Roblosecurity cookie
 12 to create an account, make deposits of Robux and/or Roblox items, and gamble.

13 166. On or around August 30, 2023, Bloxmoon acquired RBLXWild.com from Defendant
 14 Carlo.

15 167. Both before and after the purported acquisition, Bloxmoon offered nearly identical
 16 games to RBLXWild and the other Illegal Gambling Websites, such as cases, case battles, dice,
 17 roulette, blackjack, crash, mines, plinko, slots, coinflip, hilo, and keno.

18 168. The Bloxmoon website did not identify any owning or operating entity. On
 19 information and belief, Defendant John Doe #1, owns and operates Bloxmoon. Upon information
 20 and belief, Doe #1 goes by the online moniker “Brown” on Discord. The Bloxmoon.com domain
 21 was registered in September 2022. The website registration records for Bloxmoon.com include a
 22 mailing address of Almatinskaya, KZ.

23 169. Bloxmoon.com was functionally identical to RBLXWild.com. The sites had the
 24 exact same deposit and withdrawal methods, and users who “deposit” Robux on RBLXWild.com
 25 saw the same “deposit” amount available for use on Bloxmoon, and vice versa. This is consistent
 26

27 ⁴³ *Id.* at 0:45-1:16,.

28 ⁴⁴ *Id.* at 4:36-5:09,.

1 with Defendant Carlo, a.k.a “Aspire’s” statement that he sold RBLXWild to Bloxmoon’s owners in
 2 mid-2023 and that Bloxmoon’s owner (Doe #1) owned both sites.

3 170. Until 2024, Bloxmoon only permitted users to create accounts by providing their
 4 Roblox credentials or “Roblosecurity” cookie.

5 171. Bloxmoon exchanged Robux for gambling credits on the Roblox platform using a
 6 storage bot, just like the other Gambling Website Defendants. This storage bot was located on
 7 Roblox’s website and used Roblox’s technology to exchange Robux for gambling credits, with
 8 Roblox’s knowledge. The storage bot, or other accounts operated or used by Bloxmoon itself, was
 9 also part of Roblox’s Developer Exchange, allowing Bloxmoon to cash out its ill-gotten Robux for
 10 real-world currency. All participants in the Developer Exchange must register with Roblox, meaning
 11 Roblox has a full understanding of the entities that participate through its Developer Exchange.

12 172. However, while user could technically win and withdraw Robux, the vast majority
 13 lost. In fact, “users lost a total of \$11.4 m[illion] on the website since it launched in late 2022.”⁴⁵

14 ***B. Roblox’s Facilitation, Control, and Profit Sharing with the Illegal Gambling Websites***

15 173. As set forth herein, each of the Illegal Gambling Websites worked closely with
 16 Roblox and was intended to attract Roblox’s minor users, who can freely wager their Robux.

17 174. Roblox knowingly and intentionally allowed the Illegal Gambling Websites to
 18 operate in the Roblox ecosystem, access the Roblox platform, and facilitated the accessibility of
 19 illegal online casinos to its minor users. Further, because each of the Gambling Website Defendants
 20 were required to register themselves, or through a proxy, in Roblox’s Developer Exchange Program,
 21 Roblox knew and understood that these entities move large quantities of Robux through the Roblox
 22 platform and in exchange for real-world currency.

23 175. Because Robux is not a cryptocurrency, but merely a digital currency, it cannot be
 24 removed from the Roblox platform. This means that when a user “deposits” Robux onto an Illegal
 25

26
 27 ⁴⁵Van Der Merwe, B., *Illegal casinos are using Roblox to draw children into online gambling* (Dec. 17,
 28 2024), SkyNews <https://news.sky.com/story/illegal-casinos-are-using-roblox-to-draw-children-into-online-gambling-13273519> (last visited Jun. 1, 2025).

1 Gambling Website, something else is really going on. The user's Robux do not leave the Roblox
2 platform, but instead are transferred to another Roblox account controlled by a Gambling Website
3 Defendant. Meanwhile, the user's Illegal Gambling Website account showed that it holds the
4 equivalent amount of gambling credits, which are also called "Robux" by each of the Gambling
5 Website Defendants.

6 176. Roblox monitored and recorded each of these illegal transactions yet did nothing to
7 prevent them from happening.

8 177. Here is how the practice worked. When a Roblox user visited an Illegal Gambling
9 Website, the user linked their Roblox account to the gambling website by providing their login
10 credentials or Roblox Security Token. Once the Illegal Gambling Website had this information, the
11 user entered the amount of Robux they wish to deposit. The Illegal Gambling Website, now having
12 control of the user's account, automatically initiated a removal of Robux from the user's account
13 without any additional input from the user and then credits the user's gambling account with the
14 equal amount of Robux.

15 178. However, the Illegal Gambling Website was not actually transferring Robux from
16 the Roblox platform to the Illegal Gambling Website. Instead, the Gambling Website initiated a
17 transaction on Roblox between the user and a "stock" Roblox account (the "Stock Account")
18 controlled by the Illegal Gambling Website. Because Roblox did not allow users to gift Robux to
19 each other, the Illegal Gambling Website initiates a sale of a worthless item or experience from the
20 Stock Account to the user for the amount of Robux the user wishes to deposit on the gambling
21 website.

22 179. The Illegal Gambling Website now held the user's Robux in their Stock Account on
23 the Roblox system, and the user's account on the Illegal Gambling Website was credited with a
24 digital credit also labeled "Robux," with which the user can now gamble.

25 180. Upon conclusion of gambling, a user may wish to withdraw their Robux from the
26 Illegal Gambling Website. Just like the initial deposit process, the withdrawal process was not an
27 actual withdrawal, but merely a subtraction of the "Robux" on the gambling account and transfer of
28

1 actual Robux back to the user's Roblox account by one of the Illegal Gambling Website's Stock
2 Accounts.

3 181. For instance, after the withdrawal of Robux, a user could see that their account now
4 contained the Robux withdrawn from the Illegal Gambling Website. If the user reviewed their "Sale
5 of Items" page on their Roblox account, they could see that they received those Robux in exchange
6 for the sale of a useless, or dummy, item, or experience.

7 182. However, after the withdrawal, the user's balance of Robux would be less than the
8 amount they had on the Illegal Gambling Website. This is because Roblox takes a 30% fee on all
9 transactions on the platform.

10 183. For example, if the user withdrew 1000 Robux from an Illegal Gambling Website,
11 they would only receive 700 Robux after the transfer from the Stock Account and Roblox will take
12 the other 300 as a transaction fee.

13 184. Roblox also takes a 30% fee on the original "deposit" transaction that occurs as a
14 result of the user "depositing" Robux onto the Gambling Website.

15 185. Therefore, Roblox collected a 30% fee off every transaction that deposits or
16 withdraws funds on the Illegal Gambling Websites, earning Roblox millions in real-world revenue.

17 186. As described above, Roblox earned nearly all of its \$2 billion in annual revenue from
18 selling users Robux and charging transaction fees on all transactions on the platform.

19 187. Robux are an item of value equal to real-world currency. As described above, they
20 have an exchange rate with the dollar and Roblox regularly pays out hundreds of millions of dollars
21 to developers on its Robux exchange.

22 188. As a result, Roblox profited from the gambling losses incurred by its users on the
23 Illegal Gambling Websites and even charges fees on the transactions that facilitate the gambling.

24 189. Furthermore, Roblox monitors and facilitates these exchanges of Robux, and tacitly
25 approves the Illegal Gambling Websites' use of Stock Accounts to "hold" Robux in exchange for
26 gambling credits that Roblox's minor users can utilize to place bets on the Illegal Gambling
27 Websites.

28

C. Roblox Knows These Transactions are Facilitating Illegal Gambling but Continues to Allow the Transactions and Collect Fees Anyway.

190. Roblox knows that the Gambling Website Defendants use these Stock Accounts to facilitate transactions on the platform and that they are accessing Roblox servers in order to facilitate Illegal Gambling Website user transactions. Indeed, all such Accounts are required to register with Roblox through its Developer Exchange Program.

191. Indeed, Roblox monitors each and every transaction for Robux on its website.

192. Roblox has acknowledged in court filings that it can identify, track, and disable accounts using the Roblox platform for illegal purposes. For example, in a March 28, 2023, filing in the Northern District Court of California, Roblox and the plaintiffs filed a Notice of Motion and Motion in Support of Class Settlement as part of *Jane Doe v. Roblox Corporation*, Case 3:21-cv-03943-WHO (N.D. Cal. March 28, 2023). The filings stated that as part of the settlement terms, Roblox and the plaintiff had identified 311 accounts on its platform that spent over 80,000 Robux (equaling over \$1000) engaging in suspicious behavior like purchasing the same virtual item from the same seller multiple times and creating and purchasing their own virtual item, which is exactly the procedure the Gambling Website Defendants utilize to exchange Robux for gambling credits. Roblox excluded these accounts from the settlement class and named them the “laundering exclusion” because it suspected they were engaged in money laundering or other suspicious activities.

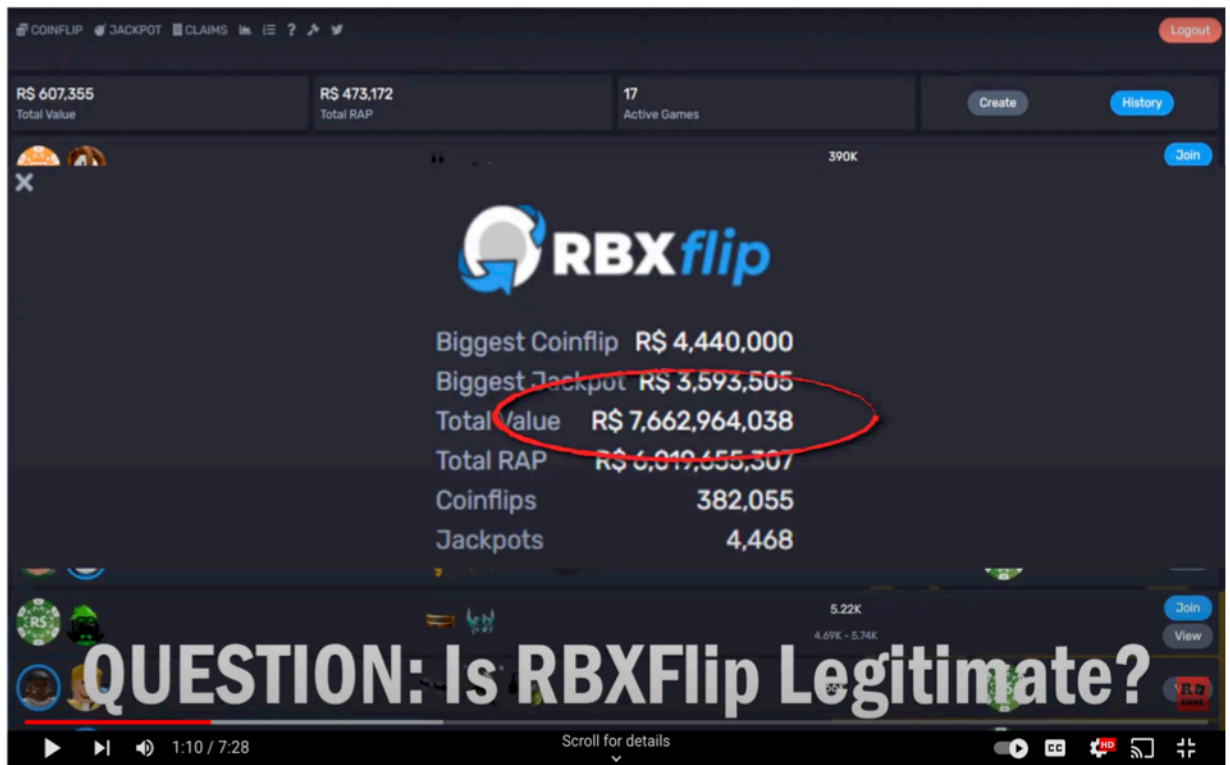
193. The “laundering exclusion” class in Roblox’s settlement statements describes the type of transactions that the owners of the Illegal Gambling Websites use to facilitate the transfer of Robux on and off of the gambling platforms.

194. Roblox admits that it can identify such suspicious activity and even labels it as so but refuses to ban these accounts. Furthermore, Roblox continues to earn a 30% commission on each of these suspicious transactions, reaping extraordinary profits.

195. Roblox can also monitor and identify third-party websites, such as the Illegal Gambling Websites, that access its computers and servers in order to facilitate the gambling

1 transactions. Indeed, Roblox actively monitors these websites and keeps track of their exchange of
2 Robux for gambling credits.

3 196. Many of the Illegal Gambling Websites claimed to have had millions of dollars'
4 worth of Robux wagered on their platforms. For example, RBXFlip's owner shared a screenshot in
5 a 2020 interview showing that over 7 billion Robux (equal to over \$70 million) had been wagered
6 on the platform.⁴⁶



19 197. Further, the owner stated in 2021, that RBXFlip made ten times as much revenue
20 that year as it had previously, indicating the amount of Robux bet on that one platform is likely in
21 the hundreds of millions.⁴⁷

24 ⁴⁶ RoZone, "Interviewing The FOUNDER Of RBXFlip!," YouTube (Dec. 28, 2020, at 1:08),
25 <https://www.youtube.com/watch?v=J88I7Y3JF-s>.

26 ⁴⁷ RoZone, "Interviewing The FOUNDER Of RBXFlip | 2021," YouTube (Dec. 5, 2021),
27 <https://www.google.com/search?q=Interviewing+The+FOUNDER+Of+RBXFlip+%7C+2021&oq=Interviewing+The+FOUNDER+Of+RBXFlip+%7C+2021&aqs=chrome..69i57j69i61.453j0j7&sourceid=chrome&ie=UTF-8#fpstate=ive&vld=cid:88c7b884,vid:ELeXsMr2wco>.
28

198. Roblox cannot credibly claim it is unaware of the Illegal Gambling Websites since numerous Roblox-affiliated social media influencers have gone public about their concerns that the site is permitting children to be preyed upon.

199. As far back as at least 2019, Roblox social media celebrity “KreekCraft” (@KreekCraft), who has 1.7 million followers, tweeted that he “Heard a lot about rbxflip today. For the people unaware it’s a Roblox robux gambling site. 1. It is ILLEGAL for anyone not an adult to gamble. 2. Don’t use it. You’ll be banned.” Roblox frequently interacts with “KreekCraft” on social media and monitors his Twitter account. As but one example:



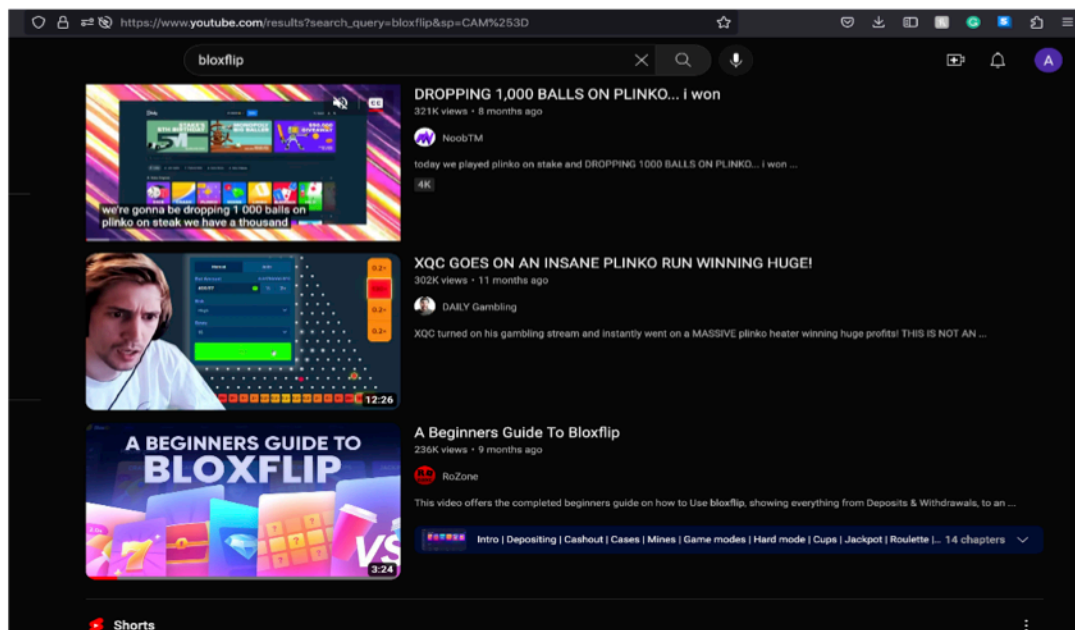
200. Accordingly, Roblox knew or should have known that one of its primary social media personalities was raising alarms about RBXFlip. But Roblox did nothing because, unbeknownst to

1 “KreekCraft” and his followers, Roblox was making significant profit off RBXFlip’s gambling
2 operation.

3 201. Further, in a January 2019 tweet sent to its more than 95,000 followers, the popular
4 Twitter account “Roblox Trading News” tweeted that it “Got into an argument with the owner of
5 the Roblox gambling site @rbxflip in which he bragged about how he was a ‘multi-millionaire’ off
6 his site only to edit that portion out after I replied, ‘You made all your money off the backs of
7 children losing thousands of dollars.’”⁴⁸ “Roblox Trading News” is a social media personality
8 followed and monitored by Roblox.

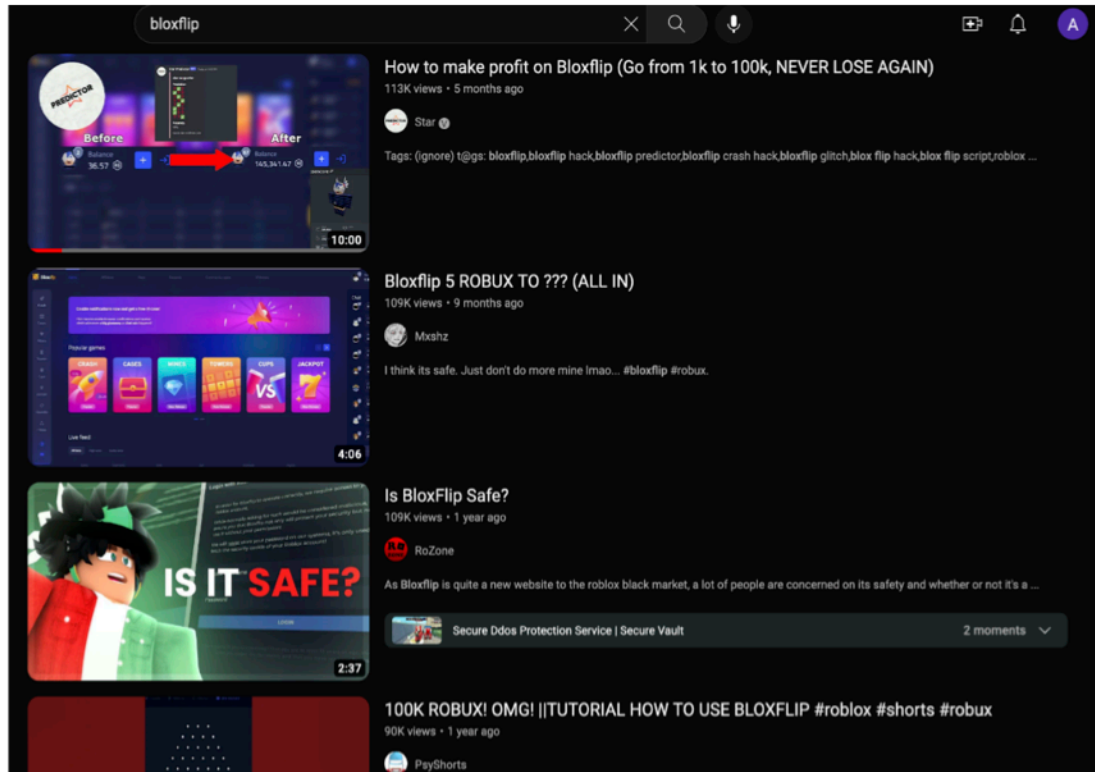
9 202. Another popular Roblox social media personality, “SharkBlox” (@SharkBloxYT),
10 with over 264,900 followers, replied to this tweet and stated that these sites [the Illegal Gambling
11 Websites] were “Also probably gonna get kids addicted to gambling. Sites like these suck. No body
12 wins at gambling except the website owners, I just wish more people realized that.”⁴⁹

13 203. Additionally, both BloxFlip and RBLXWild have mounted social media ad
14 campaigns with several videos totaling over one million views:



27 ⁴⁸ <https://twitter.com/SharkBloxYT/status/1616172836736876552>

28 ⁴⁹ *Id.*



204. Roblox is well aware of these highly visible campaigns to entice Roblox's minor users to gamble and, although certain social media personalities may not know it, Roblox has been greatly enriched by these campaigns.

205. Roblox is complicit in this illegal gambling scheme because it worked in concert with and continues to allow the Illegal Gambling Websites to operate on its platform and assesses a 30% fee on all transactions of Robux to and from the Illegal Gambling Websites. This means Roblox has likely earned hundreds of millions in fees charged on transactions related to illegal gambling.

206. Furthermore, Roblox executives are personally aware of the Illegal Gambling Websites' existence and Roblox knows that the Websites do nothing to prevent its minor users from gambling on the Websites with Robux.

207. Roblox understands the ease with which minor users are able to link their Robux wallet to the Illegal Gambling Websites and begin illegally gambling but has failed for years to prevent such transactions.

III. Plaintiffs' Experiences

A. Aracely Soucek and Minor Plaintiff N.S.

208. Plaintiff Aracely Soucek is the parent and next friend of N.S. N.S. is a minor who plays Roblox using his own user-created account. Minor Plaintiff N.S. is a resident of California and is represented in this action by his mother and next friend, Plaintiff Aracely Soucek.

209. Minor Plaintiff N.S. has purchased thousands of Robux and gift cards that were under his complete ownership and control. Minor Plaintiff also purchased thousands of Robux through the use of his mother's credit card.

210. Minor Plaintiff N.S. utilized his in game currency to gamble on the Illegal Gambling Websites.

211. Specifically, Minor Plaintiff N.S. has paid money to RBLXWild, Bloxflip, RBXFlip, and other Illegal Gambling Websites through Defendant Roblox.

212. Minor Plaintiff N.S. has gambled tens of thousands on Robux playing gambling games on RBLXWild, Bloxflip, RBXFlip, and other Illegal Gambling Websites.

213. At the time that Minor Plaintiff N.S. began wagering Robux on RBLXWild, Bloxflip, RBXFlip, and other Illegal Gambling Websites, Plaintiff Aracely Soucek was not aware that her son was using his Roblox to engage in gambling activities.

214. After discovering Minor Plaintiff N.S.'s use of his Roblox account, credentials, and currency to gamble, Plaintiff Aracely Soucek spent time and money to prevent Minor Plaintiff N.S.'s access to Roblox and the Illegal Gambling Websites and redress harms caused by said access.

215. Roblox's facilitation of the Illegal Gambling Websites, and Minor Plaintiff's N.S.'s subsequent use of them, has caused Plaintiff Aracely Soucek pain and suffering.

216. If Roblox had made Plaintiff Aracely Soucek aware, through its myriad channels of communications, that its platform facilitates an illegal gambling enterprise, Plaintiff Aracely Soucek would have taken different actions with respect to Minor Plaintiff N.S.'s use of the platform.

B. Yaniv De Ridder and Minor Plaintiff T.D.

217. Plaintiff Yaniv De Ridder is the parent and next friend of T.D.. T.D. is a minor who plays Roblox using his own user-created account. Minor Plaintiff T.D. is a former resident of

1 California and current resident of Belgium. T.D. is represented in this action by his father and next
2 friend, Plaintiff Yaniv De Ridder, who is a resident of California, where he intends to remain.

3 218. Minor Plaintiff T.D. created and used his Roblox accounts while residing in
4 California.

5 219. Minor Plaintiff T.D. has purchased thousands of Robux through the use of his
6 father's credit card, which was linked to his Roblox account, and gift cards that were under his
7 complete ownership and control.

8 220. Minor Plaintiff T.D. utilized his in game currency to gamble on the Illegal Gambling
9 Websites from his home in California.

10 221. Specifically, Minor Plaintiff T.D. has used and paid money to RBLXWild, Bloxflip,
11 RBXFlip, Bloxmoon, and other Illegal Gambling Websites, through Defendant Roblox and through
12 use of his Roblox account and credentials.

13 222. Minor Plaintiff T.D. gambled on RBXFlip, RBLXWild, Bloxflip, Bloxmoon, and
14 other Illegal Gambling Websites in California.

15 223. Minor Plaintiff T.D. has lost tens of thousands in Robux playing gambling games on
16 RBLXWild, Bloxflip, Bloxmoon, RBXFlip, and other Illegal Gambling Websites.

17 224. At the time that Minor Plaintiff T.D. started wagering Robux on RBLXWild,
18 Bloxflip, RBXFlip, Bloxmoon, and other Illegal Gambling Websites, Plaintiff Yaniv De Ridder was
19 not aware that his son was using Robux to engage in gambling activities.

20 225. After discovering Minor Plaintiff T.D.'s use of his Roblox account, credentials, and
21 currency to gamble, Plaintiff De Ridder spent time and money to prevent Minor Plaintiff T.D.'s
22 access to Roblox and the Illegal Gambling Websites and redress harms caused by said access.

23 226. Roblox's facilitation of the Illegal Gambling Websites, and Minor Plaintiff's T.D.'s
24 subsequent use of them, has caused Plaintiff De Ridder pain and suffering.

25 227. If Roblox had made Plaintiff Yaniv De Ridder aware, through its myriad channels of
26 communications, that its platform facilitates an illegal gambling enterprise, he would have taken
27 different actions with respect to Minor Plaintiff T.D.'s use of the platform.

28

C. Danielle Sass and Minor Plaintiff L.C.

228. Plaintiff Danielle Sass is the parent and next friend of L.C. L.C. is a minor who plays Roblox using his own user-created account. Minor Plaintiff L.C. is a resident of New York and is represented by his mother and next friend, Plaintiff Danielle Sass.

229. Minor Plaintiff L.C. has purchased thousands of Robux through the use of his mother's credit card and gift cards that were under his complete ownership and control. Minor Plaintiff L.C. utilized his in-game currency to gamble on Bloxflip.

230. Specifically, Minor Plaintiff T.D. has paid money to Bloxflip through Defendant Roblox and through use of his Roblox account and credentials.

231. Minor Plaintiff L.C. has gambled thousands of Robux playing gambling games on Bloxflip.

232. At the time that Minor Plaintiff L.C. was wagering Robux on Bloxflip, Plaintiff Danielle Sass was not aware that her son was using Robux to engage in gambling activities.

233. If Roblox had made Plaintiff Danielle Sass aware, through its myriad channels of communications, that its platform facilitates the illegal gambling of Robux by children, Plaintiff Danielle Sass would have taken different actions with respect to Minor Plaintiff L.C.'s use of the platform.

CLASS ALLEGATIONS

234. Plaintiffs bring this action individually and on behalf of all others similarly situated. The proposed classes are defined as:

Nationwide Class:

All adult persons in the United States who, during the applicable limitations period, are or were the parent and/or legal guardian of a minor who acquired Robux through the Roblox platform and subsequently wagered and lost some or all of those Robux on any of the Illegal Gambling Websites.

California Class:

All adult persons residing in the State of California who, during the applicable

1 limitations period, are or were the parent and/or legal guardian of a minor who
 2 acquired Robux through the Roblox platform and subsequently wagered and lost
 3 some or all of those Robux on any of the Illegal Gambling Websites.

4
 5 **New York Class:**

6 All adult persons residing in the State of New York who, during the applicable
 7 limitations period, are or were the parent and/or legal guardian of a minor who
 8 acquired Robux through the Roblox platform and subsequently wagered and lost
 9 some or all of those Robux on any of the Illegal Gambling Websites.

10
 11 235. The Nationwide Class, California Class, and New York Class, are collectively
 12 referred to herein as the “Classes.”

13 236. Excluded from the Classes are Defendants, their subsidiaries, officers, directors, the
 14 members of their immediate families, and any entity in which any Defendant has a controlling
 15 interest, to include the legal representatives, heirs, successors, or assigns of any such excluded party.
 16 Also excluded are the judicial officer(s) to whom this action is assigned, and the members of their
 17 immediate families.

18 237. Plaintiffs reserve the right to modify or amend the definition of the proposed Classes
 19 if necessary, before this Court determines whether certification is appropriate.

20 238. This case is properly brought as a class action under Fed. R. Civ. P. 23(b)(2) and
 21 (b)(3) and all requirements are met for the reasons set forth in the following paragraphs.

22 239. *Numerosity.* The members of the Classes are so numerous that separate joinder of
 23 each member is impracticable. Upon information and belief, and subject to discovery, the Classes
 24 consist of many thousands of members, the identity of whom are within the exclusive knowledge of
 25 Defendants and can be ascertained only by resorting to Defendants’ records, discovery, and other
 26 third-party sources.

27 240. *Commonality.* There are numerous questions of law and fact common to the Classes
 28 relating to Defendants’ business practices challenged herein, and those common questions

1 predominate over any questions affecting only individual Class members. The common questions
2 include, but are not limited to:

- 3 ○ Whether one or more Defendants engaged in unlawful or unfair conduct
- 4 prohibited by the California UCL;
- 5 ○ Whether Defendants, individually or collectively, maintained, owned, operated,
- 6 or managed gambling websites prohibited by California Penal Code §§ 330a,
- 7 330b, and 330.1 *et seq.*;
- 8 ○ Whether Defendants, individually or collectively, violated 18 U.S.C. § 1955 by
- 9 operating the gambling businesses described herein;
- 10 ○ Whether Defendant Roblox accepted payments in connection with unlawful
- 11 internet gambling in violation of 31 U.S.C. § 5633;
- 12 ○ Whether Defendants' actions, individually or collectively, constitute negligence
- 13 per se;
- 14 ○ Whether Defendants unjustly enriched themselves to the detriment of Plaintiffs
- 15 and members of the Class;
- 16 ○ the proper measure of damages; and
- 17 ○ the declaratory relief to which the Class is entitled.

18 241. *Typicality.* Plaintiffs' claims are typical of the claims of the other Class members in
19 that they arise out of the same wrongful business practices engaged in by Defendants, as described
20 herein.

21 242. *Adequacy of Representation.* Plaintiffs are adequate representatives of the Classes
22 because Plaintiffs, both individually and on behalf of their minor children, have sustained damage
23 as a result of Defendants' uniform conduct. In addition:

- 24 ○ Plaintiffs are committed to the vigorous prosecution of this action individually
- 25 and on behalf of and all others similarly situated and have retained competent
- 26 counsel experienced in the prosecution of class actions and, in particular, class
- 27 actions on behalf of consumers against financial institutions;
- 28

- There is no hostility of interest between Plaintiffs and the unnamed Class members;
- Plaintiffs anticipate no difficulty in the management of this litigation as a class action; and
- Plaintiffs' legal counsel has the financial and legal resources to meet the substantial costs and legal work associated with this type of litigation.

243. *Predominance.* The questions of law and fact common to the Classes as set forth in the "commonality" allegation above predominate over any individual issues. As such, the "commonality" allegations are restated and incorporated herein by reference.

244. *Superiority.* A class action is superior to other available methods and highly desirable for the fair and efficient adjudication of this controversy. Since the amount of each individual Class member's claim is very small relative to the complexity of the litigation and since the financial resources of Defendants are significant, no Class member could afford to seek legal redress individually for the claims alleged herein. Therefore, absent a class action, the Class members will continue to suffer losses and Defendants' misconduct will proceed without remedy. In addition, even if Class members themselves could afford such individual litigation, the court system could not. Given the complex legal and factual issues involved, individualized litigation would significantly increase the delay and expense to all parties and to the Court. Individualized litigation would also create the potential for inconsistent or contradictory rulings. By contrast, a class action presents far fewer management difficulties, allows claims to be heard which might otherwise go unheard because of the relative expense of bringing individual lawsuits, and provides the benefits of adjudication, economies of scale and comprehensive supervision by a single court.

245. All conditions precedent to bringing this action have been satisfied and/or waived.

FIRST CAUSE OF ACTION

VIOLATION OF THE "UNLAWFUL PRONG" OF CALIFORNIA'S UNFAIR

1 **COMPETITION LAW (“UCL”) (Cal. Bus. & Prof. Code §§ 17200, *et seq.*)**⁵⁰

2 246. Plaintiffs hereby incorporate by reference the allegations contained in the preceding
3 paragraphs of this Complaint.

4 247. This Claim is brought on behalf of the Nationwide Class and the California Class,
5 referred to in this section collectively as the “Class.”

6 248. Plaintiffs and Defendants are “persons” within the meaning of the UCL. Cal. Bus. &
7 Prof. Code § 17200.

8 249. As a result of engaging in the conduct alleged in this Complaint, Defendants have
9 violated the UCL’s proscription against engaging in “unlawful” conduct by virtue of their violations
10 of the following laws:

11 a. **California Penal Code § 330a:** Section 330a states that “[e]very person, who
12 has in his or her possession or under his or her control . . . or who permits to be placed,
13 maintained, or kept in any room, space, inclosure, or building owned, leased, or occupied
14 by him or her, or under his or her management or control, any slot or card machine,
15 contrivance, appliance or mechanical device, upon the result of action of which money
16 or other valuable thing is staked or hazarded, and which is operated, or played, by placing
17 or depositing therein any coins, checks, slugs, balls, or other articles or device, or in any
18 other manner and by mean whereof, or as a result of the operation of which any
19 merchandise, money, representative or articles of value, checks, or tokens, redeemable
20 in or exchangeable for money or any other thing of value, is won or lost, or taken from
21 or obtained from the machine, when the result of action or operation of the machine,
22 contrivance, appliance, or mechanical device is dependent upon hazard or chance . . . is

24 ⁵⁰ Pursuant to this Court’s Orders on Defendant’s Motion to Dismiss, (Dkt. Nos. 65, 66), Plaintiffs
25 reserve the right to seek leave to reassert their respective claims under the Racketeer Influenced and
26 Corrupt Organizations Act (“RICO”), 18 U.S.C. § 1961 *et seq.*, (Dkt. No. 1 at ¶¶ 165-82 under this
27 docket and Dkt. No. 1 at ¶¶ 203-22 under the *Gentry* caption prior to consolidation), and their claims
28 for civil conspiracy, (Dkt. No. 1 at ¶¶ 264-72 under this docket and Dkt. No. 1 at ¶¶ 321-28 under
the *Gentry* caption prior to consolidation), if and when “discovery on the surviving claims reveals a
good-faith basis to reassert” them. (Dkt. No. 65 at 9).

1 guilty of a misdemeanor.” Defendants, individually and collectively, violate section 330a
2 because they operate illegal gambling websites upon which minors are able to, and do,
3 gamble Robux, which have real-world cash value, in virtual games of chance.

4 b. **California Penal Code § 330b:** Section 330b states that “[i]t is unlawful for
5 any persons to manufacture, repair, own, store, possess, sell, rent, lease, let on shares,
6 lend or give away, transport, or expose for sale or lease, or to offer to repair, sell, rent,
7 lease, let on shares, lend or give away, or permit the operation, placement, maintenance,
8 or keeping of, in any place, room, space, or building owned, leased, or occupied,
9 managed, or controlled by that person, any slot machine or device, as defined in this
10 section.” Defendants, individually and collectively, violate section 330b because they
11 operate illegal gambling websites upon which minors are able to, and do, gamble Robux,
12 which have real-world cash value, in virtual games of chance, including virtual slot
13 machines and other gambling devices defined as illegal under this section.

14 c. **California Penal Code § 330.1 *et seq.*:** Section 330.1(a) states that “[e]very
15 person who manufactures, owns, stores, keeps, possesses, sells, rents, leases, lets on
16 shares, lends or gives away, transports, or exposes for sale or lease, or offers to sell, rent,
17 lease, let on shares, lend or give away or who permits the operation of or permits to be
18 placed, maintained, used, or kept in any room, space, or building owned, leased, or
19 occupied by him or her or under his or her management or control, any slot machine or
20 device as hereinafter defined, and every person who makes or permits to be made with
21 any person any agreement with reference to any slot machine or device as hereinafter
22 defined, pursuant to which agreement the user thereof, as a result of any element of
23 hazard or chance, may become entitled to receive anything of value or additional chance
24 or right to use that slot machine or device, or to receive any check, slug, token, or
25 memorandum, whether of value or otherwise, entitling the holder to receive anything of
26 value, is guilty of a misdemeanor.” Defendants, individually and collectively, violate
27 section 330.1 because they operate illegal gambling websites upon which minors are able
28 to, and do, gamble Robux, which have real-world cash value, in virtual games of chance,

1 including virtual slot machines and other gambling games defined as illegal under this
2 section.

3 d. **California Penal Code § 337j(a)(1):** By “operat[ing], carry[ing] on,
4 conduct[ing], maintain[ing], or expos[ing] for play” unlicensed gambling in the state,
5 Defendants, individually and collectively, violate section 337j(a)(1).

6 e. **California Penal Code § 337j(a)(2):** By “receiv[ing], directly or indirectly,
7 any compensation or reward or any percentage or share of the revenue, for keeping,
8 running, or carrying on any controlled game,” Defendants, individually and collectively,
9 violate section 337j(a)(2).

10 f. **The Illegal Gambling Business Act of 1970 (18 U.S.C. § 1955) (the**
11 **“IGBA”):** The IGBA makes it a crime to “conduct, finance, manage, supervise, direct,
12 or own all or part” of an illegal gambling business. Defendants, both individually and
13 collectively, violate the IGBA because their respective businesses involve five or more
14 persons, have been in continuous operation for more than thirty days, and violate
15 California’s gambling laws as alleged herein.

16 g. **The Unlawful Internet Gambling Enforcement Act of 2006 (31 U.S.C. §§**
17 **5361-5367) (the “UIGEA”):** The UIGEA makes it illegal for a “person engaged in the
18 business of betting or wagering” to knowingly accept payments “in connection with the
19 participation of another person in unlawful Internet gambling.” 31 U.S.C. § 5633.
20 “Unlawful Internet Gambling” is placing, receiving, or transmitting a bet or wager
21 through, at least in part, the Internet where such bet or wager “is unlawful under any
22 applicable Federal or State law in the State or Tribal lands in which the bet or wager is
23 initiated, received, or otherwise made.” 15 U.S.C. § 5362(10)(a). Defendants,
24 individually and collectively, violate the UIGEA because they operate the illegal
25 gambling websites upon which minors are able to, and do, gamble Robux, which have
26 real-world cash value, in virtual games of chance.

27 250. Plaintiffs reserve the right to allege other violations of law, which constitute other
28 unlawful business acts or practices. Such conduct is ongoing and continues to this date.

251. Defendants' conduct caused and continues to cause substantial injury to Plaintiffs and the Class. As described herein, Defendants facilitate and profit from the Robux acquired through the Illegal Gambling Websites. Roblox not only hosts and facilitates the exchange of Robux for gambling credits, but it takes a fee each time the Gambling Website Defendants cash out Robux acquired from Roblox's minor users. But for Defendants' unlawful and unfair conduct, Plaintiffs and Class members would not and could not have lost Robux, which were purchased with real-world currency, and could not have engaged in illegal gambling on the Illegal Gambling Websites. Plaintiffs have suffered injury in fact and have lost money and property as a result of Defendants' conduct.

252. Accordingly, Plaintiffs, individually and on behalf of N.S., T.D., and L.C., as well as all others similarly situated, seek restitution from Defendants of all money obtained from Plaintiffs and the Class as a result of Defendants' unfair competition.

SECOND CAUSE OF ACTION

VIOLATION OF THE "UNFAIR" PRONG OF CALIFORNIA'S UNFAIR COMPETITION LAW ("UCL") (Cal. Bus. & Prof. Code §§ 17200, *et seq.*)

253. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this Complaint.

254. This Claim is brought on behalf of the Nationwide Class and the California Class, referred to in this section collectively as the "Class."

255. Plaintiffs and Defendants are "persons" within the meaning of the UCL. Cal. Bus. & Prof. Code § 17201.

256. The UCL defines unfair competition to include any "unlawful, unfair or fraudulent business act or practice." Cal. Bus. & Prof. Code § 17200.

257. As a result of engaging in the conduct alleged herein, Defendants, both individually and collectively, have violated the UCL's proscription against "unfair" business practices.

258. Defendants' unfair conduct alleged in the Complaint is illegal, immoral and unscrupulous. Under federal and state law, as well as under prevailing ethical principles, establishing a website on which adolescents and teenagers are able to gamble digital currency with

1 real-world value violates the UCL. The conduct is illegal not only because it deprives children of
2 money and property, but also because it fosters highly addictive behavior in a population that is ill-
3 equipped to deal with the psychological and cognitive impacts. However, because Defendants
4 prioritized profits over legality and morality, they have constructed an ecosystem in which Roblox's
5 adolescent and teenage users can easily and manipulatively fall prey to the Illegal Gambling
6 Websites' harms.

7 259. This conduct also violates legislatively declared policies articulated in, *inter alia*,
8 California and federal statutory provisions, as set forth above.

9 260. Indeed, California's legislature has declared that "[g]ambling can become addictive
10 and is not an activity to be promoted or legitimized as entertainment for children or families." Cal.
11 Bus. & Prof. Code § 19801(c). In violation of this public policy, Defendants' conduct promotes,
12 facilitates, and profits from addictive gambling websites that are marketed, sold, and made available
13 to children.

14 261. California's legislature has also declared that "[u]nregulated gambling enterprises
15 are inimical to the public health, safety, welfare, and good order. Accordingly, no person in this
16 state has a right to operate a gambling enterprise except as may be expressly permitted by the laws
17 of this state and by the ordinances of local governmental bodies." Cal. Bus. & Prof. Code § 19801(d).
18 In violation of this public policy, Defendants, individually and collectively, operate unregulated
19 gambling enterprises that are inimical to the public health, safety, and welfare, and that prey on
20 adolescents and teenagers. Defendants have not been permitted by the State of California or any
21 local governmental bodies to engage and operate the gambling enterprise as described herein.

22 262. California's legislature has also found and declared that "[p]ublic trust that
23 permissible gambling will not endanger public health, safety, or welfare requires that comprehensive
24 measures be enacted to ensure that gambling is free from criminal and corruptive elements, that it
25 is conducted honestly and competitively, and that it is conducted in suitable locations." Cal. Bus. &
26 Prof. Code § 19801(g). In violation of this public policy, and in contravention of the "public trust,"
27 Defendants, individually and collectively, have brought unregulated gambling into the homes of
28 millions of underage consumers, often without their parents' knowledge or consent.

1 263. Defendants' unfair conduct also includes and arises from their operation of the
2 gambling operation as described herein, which is designed to exploit addictive and/or compulsive
3 tendencies in vulnerable youth to thereby ensure that these addictive and compulsive behaviors will
4 continue.

5 264. There is, simply put, no societal benefit to Defendants' conduct, which is illegal and
6 violates the public policy of the State of California. Defendants' conduct causes only harm, which
7 enriches Defendants at the expense of Roblox's minor users.

8 265. Defendants' violations of the UCL, both individually and collectively, continue to
9 this day.

10 266. Defendants' conduct caused and continues to cause substantial injury to Plaintiffs,
11 both individually and on behalf of N.S., T.D., and L.C., as well as the Class members. As described
12 herein, Defendants facilitate and profit from the Robux acquired through the Illegal Gambling
13 Websites, which are cashed out for real-world currency. Roblox not only hosts and facilitates the
14 exchange of Robux for gambling credits, but it takes a fee each time the Gambling Website
15 Defendants cash out Robux acquired from Roblox's minor users. But for Defendants' unlawful and
16 unfair conduct, Plaintiffs and Class members would not and could not have lost Robux, which were
17 purchased with real-world currency, and could not have engaged in illegal gambling on the Illegal
18 Gambling Websites. Plaintiffs have suffered injury in fact and have lost money and property as a
19 result of Defendants' conduct.

20 267. Accordingly, Plaintiffs and the Class seek restitution from Defendants of all money
21 obtained from Plaintiffs and the Class members as a result of Defendants' unfair competition.

22 **THIRD CAUSE OF ACTION**

23 **NEGLIGENCE PER SE**

24 268. Plaintiffs hereby incorporate by reference the allegations contained in the preceding
25 paragraphs of this Complaint.

26 269. This Claim is brought on behalf of the California and New York Class, respectively,
27 referred to in this section collectively as the "Class."
28

1 270. Under federal law, California law, and New York law, it is illegal for those under the
2 age of 18 to patronize a gambling business of any kind.

3 271. At all times relevant hereto, Defendants had a duty to comply with federal law, as
4 well as the laws of California and New York.

5 272. Pursuant to the IGBA (18 U.S.C. § 1955), Defendants are prohibited by federal law
6 from conducting, financing, managing, supervising, directing, or owning all or part of an illegal
7 gambling business.

8 273. Pursuant to the UIGEA (31 U.S.C. § 5363), Defendants are prohibited by federal law
9 from knowingly accepting payments in connection with unlawful Internet gambling.

10 274. Pursuant to the following laws of California and New York, Defendants are
11 prohibited from operating, managing, financing, directing, facilitating, and/or profiting from illegal
12 gambling websites that cater to and permit those under the age of eighteen to place wagers on games
13 of chance:

- 14 a. California Penal Code § 330a;
- 15 b. California Penal Code § 330b;
- 16 c. California Penal Code § 330.1;
- 17 d. California Penal Code § 337j(a)(1);
- 18 e. California Penal Code § 337j(a)(2);
- 19 f. New York Penal Law § 225.05;
- 20 g. New York Penal Law § 225.10;
- 21 h. New York Penal Law § 225.30; and
- 22 i. New York Penal Law § 225.95.

23 275. Further, the New York State Constitution prohibits gambling unless expressly
24 permitted by law. California and New York prohibit gambling by those under the age of eighteen.

25 276. The above-referenced laws and legal prohibitions imposed a duty upon Defendants
26 to ensure Plaintiffs and Class members were not able to engage in illegal gambling activities using
27 the Roblox platform, as well as a duty not to promote and provide access to the Illegal Gambling
28 Websites through the Roblox platform, using Robux digital currency.

1 284. Plaintiffs hereby incorporate by reference the allegations contained in the preceding
2 paragraphs of this Complaint.

3 285. This Claim is brought on behalf of the California and New York Class under the
4 respective state law of each Class.

5 286. Plaintiffs and Class members conferred a monetary benefit on Defendants when they
6 purchased Robux from Defendant Roblox, then wagered those Robux in the virtual casinos operated
7 by the Gambling Website Defendants.

8 287. Defendants appreciated or had knowledge of the benefits conferred upon them by
9 Plaintiffs and Class members.

10 288. As a result of Defendants' conduct, Plaintiffs and Class members suffered actual
11 damages in an amount equal to the monies paid to obtain Robux that were subsequently wagered
12 and lost on the Gambling Website Defendants' virtual casinos.

13 289. Under principles of equity and good conscience, Defendants should not be permitted
14 to retain the money belonging to Plaintiffs and Class members because Defendants have obtained
15 that money through misrepresentations and omissions, and by facilitating illegal gambling by
16 Roblox's minor users, which is illegal in both California and New York.

17 290. Defendants should be compelled to disgorge into a common fund for the benefit of
18 Plaintiffs and Class members all unlawful or inequitable proceeds received through the illegal
19 gambling scheme described herein.

20 **FIFTH CAUSE OF ACTION**

21 **NEGLIGENCE**

22 291. Plaintiffs hereby incorporate by reference the allegations contained in the preceding
23 paragraphs of the Complaint.

24 292. This Claim is brought on behalf of the California and New York Class under the
25 respective state law of each Class.

26 293. Under California and New York law, Defendant Roblox undertook a duty of care
27 when it provided a gaming platform that catered to, and was designed for, children and teenagers.
28

295. Roblox also had a duty not to misrepresent, both to parents and to children themselves, the dangers faced by children on its platform, including the dangers of illegal gambling schemes in which Roblox was actively participating.

296. Roblox breached its duties to Plaintiffs, their minor children, and members of the Class, by permitting its minor users to wager Robux on the Illegal Gambling Websites, exchanging Robux for gambling credits on the Roblox platform.

297. Roblox's breach of its duties caused harm to its minor users, including N.S., T.D., L.C., who lost Robux participating in the illegal gambling scheme perpetrated by the Gambling Website Defendants with Roblox's active participation.

298. As a result of this misconduct, Plaintiffs and Class members have been injured and seek damages in an amount to be proven at trial.

REQUEST FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of the minor children and members of the Classes, respectfully request that the Court:

- a. Certify this case as a class action, designating Plaintiffs as class representatives and designating the undersigned as Class Counsel;
- b. Declare that Defendants' conduct violates the statutes set forth above;
- c. Award Plaintiffs and the Classes actual damages in amount according to proof;
- d. Award Plaintiffs and the Classes restitution in an amount to be proven at trial;
- e. Award Plaintiffs and the Classes pre-judgment interest in the amount permitted by law;
- f. Award Plaintiffs and their attorneys fees and costs as permitted by law;
- g. Declare Defendants' practices outlined herein to be unlawful;
- h. Grant Plaintiffs and the Classes a trial by jury;
- i. Grant leave to amend these pleadings to conform to evidence produced at trial; and

- 1 j. Grant such other relief as the Court deems just and proper, including all forms of
2 relief provided for under the UCL.

3 **JURY DEMAND**

4 Plaintiffs, by counsel, demand trial by jury.

5
6 Dated: June 2, 2025

Respectfully submitted,

7
8 /s/ James Bilsborrow

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